# THE LEGAL POSITION OF ARCHITECTS IN RELATION TO CERTIFICATES AND AWARDS.

By James Andrew Strahan, M.A., LL.B.,

of the Middle Temple and Midland Circuit, Barrister-at-Law.

**Read at the General Meeting, Monday, 28th January 1895, and registered at Stationers' Hall as the property of the Royal Institute.**

As has often been remarked, a tendency has shown itself of recent times, and has grown more noticeable year after year, to decide disputes arising in commercial, and more particularly in industrial, undertakings without recourse to the Queen's Courts. At one time any such tendency was severely repressed by the law. It was then a legal maxim that any agreement the object of which was to oust the jurisdiction of the Court was void. Some light may be thrown on the origin of this maxim, and on the rigidness with which it was formerly enforced, by the fact that at that time the Judges were paid by fees levied on the suitors in their Courts. Anything which would diminish the number of those suitors, and consequently the gross amount of fees, Judges, being subject to human infirmities of vision, like other mortals, might naturally enough regard as bad in law and worse in morals. At any rate, when the system of payment by salaries had superseded that of payment by fees, the maxim, though still talked of as law, was rapidly retired from business. The Legislature reflected the change of view on the Bench, and in numerous statutes, of which the Common Law Procedure Act 1854 and the Arbitration Act 1889 are the most remarkable examples, encouraged and assisted the public to adopt an extra-curial mode of settling their disputes.

In contracts for works which are especially liable to give rise to many petty differences between the parties to them, the need of a mode of settling or preventing disputes certainly and without litigation was early felt. Two such modes suggested themselves. The first consisted in making it a condition of the contract that before the contractor had any legal claim for payment against the employer, he must carry out the contract to the satisfaction of some given person. The second consisted in making all differences between the contractor and employer referable for consideration and settlement to a third person. The first mode may be called shortly settlement by certificate; the second, settlement by arbitration. One or other of them is now inserted as a matter of course in nearly all contracts for works; and not unfrequently both are inserted, either as alternative modes of settlement, or the right to an arbitration may be given as a check on the more arbitrary method of settlement by certificate. The object of this Paper is to consider shortly these two modes of settlement in contracts for works, and more especially to consider the position from a legal point of view of the architect whose duty it may be to certify or arbitrate.

In referring to settlement by certificate it must be remembered that, speaking broadly, in order that a certificate may settle anything, the granting of it must be made by the contract a

condition precedent to any right of action for payment on the part of the contractor. And even when a certificate is made a condition precedent, certificates given during the execution of the works—that is, progress certificates—settle nothing but the legal right of the contractor to claim the amount certified in them (*Tharsis Sulphur and Copper Company* v. *McElroy, L.R.* 3 *App. Cas.*, at p. 1045 [1878]). They do not constitute an approval of the work done (*Cooper* v. *Uttoxeter Burial Board*, 11 *L.T.* 565 [1865]), nor do they prevent a subsequent revision of the payments made under them. For instance, if extras are improperly ordered—say, not in writing when contract provides that they shall be in writing—the fact that they are measured up and paid for under a progress certificate will not prevent their being disallowed on the final adjustment (*Lamprell* v. *Guardians of Billericay Union*, 18 *L.J. Ex.* 282 [1849]), though if more has been paid on progress certificates than the whole amount payable on completion of the original contract, a new contract may be inferred by the Court in any case where the employer is not a corporation. There can be no new contract to bind a corporation except under the corporate seal (*idem*). On the other hand, when a certificate is a condition precedent to any right of action on the part of the contractor, the grant of a final certificate is conclusive, not merely against him, but in favour of him (*Scott* v. *Liverpool Corporation*, 3 *De G. & J.* 334 [1858]; *Goodyear* v. *Mayor of Weymouth*, 35 *L.J., C.P.* 12 [1865]). Unless expressly limited in its operation by the words of the contract, it is final as to extras improperly ordered (*idem*), and as to the materials and workmanship (*Harvey* v. *Lawrence*, 15 *L.T.* 571 [1867]). And if by the terms of the contract the employer can go behind the certificate, it seems it will not be binding on the contractor (see judgment of Mathew, J., in *Hohenzollern Actien Gesellschaft für Locomotivbahn* v. *City of London Contract Corporation, Ltd.*, 54 *L.T.* 596 [1886]).

An arbitration may be, and frequently is, made a condition precedent to any right of action on the part of the contractor; but to make an arbitration an effective settlement of a dispute it is not necessary that it should be made a condition precedent to a right of action. The award of an arbitrator duly appointed is equally conclusive of the matters referred to him, whether it was or was not a condition precedent that there should be an arbitration before any action would lie against the employer. The chief difference is this: Where the arbitration is a condition precedent, the parties have practically no alternative but to arbitrate, except there is a mutual agreement to waive arbitration, and the Court apparently has no jurisdiction in the matter until an award has been made. Where, however, the arbitration is not a condition precedent, then either party can bring his action, and it will depend on the decision of the Court whether the action will be allowed to proceed, or whether he shall be compelled to carry out his agreement to refer (*Law relating to Civil Engineers, Architects, and Contractors*, by Macassey & Strahan, p. 188).

In contracts for works the certifier is almost invariably the architect in charge of the works, though this is not legally a necessity: If the contract provided that the employer himself should be the certifier in point of law there would be no objection to the proviso (*Stadhard* v. *Lee & Others*, 32 *L.J., Q.B.* 75 [1863]). Usually the arbitrator—if the contract contain a reference clause, and the reference is to a single arbitrator—is an architect too, either one specified or one to be appointed by a third person; as, for instance, by the President of the Royal Institute of British Architects. Of late it has become more or less common to specify as arbitrator, not an outside or independent architect, but the architect in charge of the works. At first this practice was regarded as of doubtful legality, as to a certain extent making the architect a judge in his own cause. Recent decisions, however, have dissipated this doubt, and now that the legality of the condition is indisputable we may expect to find it more largely adopted in the interests of the employer.

The prevention and settlement of disputes arising out of building contracts having

become one of the commonest and most responsible duties of an architect, it is of the utmost importance that he should clearly realise his legal position and liabilities in the matter. It is with the object of assisting him to do this that this Paper has been written.

Now, as the position of the architect varies enormously, as we shall presently see, accordingly as he acts as a certifier or as an arbitrator, his first business on being called on to act is to make certain in which capacity he is to act. Very often this is not such a simple matter as it at first sight appears. The occurrence in the clause in question of the contract of such words as "certify," "refer," "award" is not always in itself conclusive, and occasionally in carelessly drawn contracts such distinctive words are omitted (*Dunabeg Railway Company* v. *Hopkins, Gilbes & Co.*, 36 *L.T.* 733 [1877]). To ascertain what his position really is, the architect should examine the clause as to two points—(1) As to its object: Is it to prevent disputes arising between employer and contractor, or is it to decide disputes already arisen? If the former, he is probably a certifier; if the latter, he is probably an arbitrator. (2) As to the material on which he is to form his opinion: Is he to rely on his own observations, investigation, and skill; or is he to hear both the employer and the contractor's evidence on the point in issue? In the former case he is certainly a certifier, and in the latter as certainly an arbitrator.

This is the view laid down by the Master of the Rolls, Lord Esher, in the case of *In re Carus-Wilson & Greene* (18 *Q.B.D.* 7 [1886]). In that case the Master of the Rolls says:—

> If it appears from the terms of the agreement by which a matter is submitted to a person's decision that the intention of the parties was that he should hold an inquiry in the nature of a judicial inquiry and hear the respective cases of the parties, and decide upon evidence laid before him, then the case is one of arbitration. The intention in such cases is that there shall be a judicial inquiry worked out in a judicial manner. On the other hand, there are cases in which a person is appointed to ascertain some matter for the purpose of preventing differences from arising, not of settling them when they have arisen, and where the case is not one of arbitration but of a mere valuation. There may be cases of an intermediate kind, where though a person is appointed to settle disputes that have arisen, still it is not intended that he shall be bound to hear evidence or arguments. In such cases it may be often difficult to say whether he is intended to be an arbitrator, or to exercise some function other than that of an arbitrator. Such cases must be determined each according to its peculiar circumstances.

The cardinal distinction, then, between arbitration on the one hand and certification or valuation on the other is, that the former is a judicial inquiry, while the latter is simply work done by the architect under his contract with the employer. Accordingly, an architect acting as an arbitrator is a quasi-judge, and as such his legal duty is towards the public generally; while an architect acting as a certifier is merely the skilled servant of the employer, and as such his legal duty is towards his employer. This difference is clearly recognised by the law in the powers which it gives the Court. Those powers practically enable the Court to deal with an arbitrator as if he were an officer of the Court; but it has no such authority over a certifier. Thus it can remove an arbitrator from his office, but it cannot remove a certifier from his. It can, under certain circumstances, appoint a new arbitrator (Arbitration Act 1889, sect. 5); it cannot under any circumstances appoint a new certifier (*Vickers* v. *Vickers*, *L.R.* 4 *Eq.* 529 [1867]). It can direct an arbitrator how he shall proceed in the arbitration; it has no such power over a certifier (Arbitration Act, sect. 19). Manufacturing evidence with the object of misleading an arbitrator, whether it actually misleads him or not, is a misdemeanour at common law, on the ground that it constitutes an attempt to pervert the administration of justice (*Reg.* v. *Vreones*, 1891, 1 *Q.B.* 360); while manufacturing evidence to mislead a certifier could not be an offence at all, unless it actually misled him, in which case it would not constitute a perversion of the administration of justice, but a fraud upon the other party to the agreement to certify (*idem*).

The architect, then, in granting certificates acts as the skilled servant of the employer; in conducting an arbitration he acts as a quasi-judge. All the other differences in his legal position in these respective capacities result from this initial one, and will be best understood by continual reference to it.

Thus, take the method of procedure proper in granting certificates and in conducting arbitrations. In granting certificates the architect is entitled to proceed in whatever manner he pleases. He is not bound to hear both or either of the parties (*Sharpe* v. *San Paulo Railway Company, L.R.* 8 *Ch. App.* at p. 609 [1873]). He is not bound to look into the work or matter personally, but is entitled to act on the reports of his assistant, or on any other evidence he thinks proper (*Clemence* v. *Clarke, Roscoe's Digest* [1880]). Subject to his personal liability, the extent of which we will presently discuss, he can grant his certificate on whatever grounds he pleases; and whether granted on sufficient or on insufficient grounds, it is binding on all parties provided it is not fraudulent.

In conducting arbitrations, on the other hand, the architect must proceed in judicial method. That is, he must give both parties to the arbitration fair notice of the date and place of meeting, and he must hear the parties or their counsel in a reasonable manner and to a reasonable extent; he must listen to all the evidence placed before him by either party, provided that evidence is relevant and admissible according to the rules and customs of the Courts (*Re Haigh's Estate*, 3 *De G. F. & J.* 157 [1862]).

Again, as to impartiality. In granting certificates the architect is no doubt bound to be impartial in the sense of being not consciously unfair to one or other of the parties. Conscious unfairness to a party would amount to a fraud upon that party; and if proved it would, as a matter of course, vitiate the certificate. But he is not bound to be impartial in the sense of not having any settled view upon the matter in question before it actually comes before him for decision, or in the sense of being free from all influences, such as personal interest in the decision, which are likely to pervert his judgment (*Stadhard* v. *Lee and others*, 32 *L.J., Q.B.*, at p. 78 [1863]). He may from the first entertain the most mistaken or perverse views as to how the works should be carried out, or as to the materials to be used; he may have expressed from the first his intention of insisting on those views being followed by the contractor; and he may refuse to listen to argument on the matter; yet his decision, if honest, will be perfectly valid. Again, he may have deep personal or pecuniary interests in the decision. His professional credit may be at stake, or he may have every possible reason to keep on good terms with one of the parties; or he himself may be one of the parties, as in the case where he is architect to houses which are being built for himself. None of these is in itself a sufficient ground to vitiate his certificate. Of course, if he has a personal interest in the decision, which was deliberately concealed from one of the parties at the time he was appointed certifier, that would be a different thing (*Kimberley* v. *Dick, L.R.* 13 *Eq.* 1 [1871]). Nor will other facts besides personal interest, likely to pervert his judgment—such as subsequent ill-feeling over the contract, or over some other matter between him and the employer or the contractor—disqualify him in any way to certify. Speaking broadly, the Court will examine into nothing save the *bona fides* of the architect in certifying or in refusing his certificate.

In conducting an arbitration, as in granting a certificate, an architect must, of course, be impartial in the sense of not being consciously unfair; but he must, as a general rule, be impartial also in the sense of not having any settled view upon the matter in dispute before it comes to be decided by him, and in the additional sense of being free from all influences likely to pervert his judgment (*Eckersley* v. *Mersey Docks and Harbour Board*, 1894, 2 *Q.B.* 667).

This rule, however, is considerably modified in cases where the decision of all disputes by the award of an arbitrator, not to be subsequently appointed but there and then specified, is

one of the conditions of the contract between the employer and the contractor. In such a case the specified arbitrator, while bound not to entertain any concluded view on the matter in dispute until he has heard both sides, is not rendered unfit to be an arbitrator by the fact that he is not free from certain influences likely to pervert his judgment, provided such influences are only those which the parties at the time of contracting knew, or might reasonably have anticipated, would exist in his case.

This modification applies chiefly, but not exclusively, to cases where the person appointed by the contract to be referee in all disputes arising out of the contract is the architect or engineer of the employer. Such references were, as has already been said, formerly regarded with dislike by the Court as making the architect in a way judge in his own cause; but of late the leaning of the Court has been in the opposite direction. It holds now that such a reference is good, and must be enforced against the contractor, provided that the latter knew at the time he agreed to it that the architect in question was the architect of the employer, that nothing likely to pervert the arbitrator's judgment which might not reasonably have been anticipated by the parties has happened since the appointment, and that there is no evidence that before the parties have been heard the arbitrator has formed a fixed and unshakable opinion on the merits of the dispute (*Jackson* v. *Barry Railway Company*, 1893, 1 *Ch.* 238).

This doctrine was first authoritatively and explicitly laid down in the leading case of *Jackson* v. *Barry Railway Company*; and as it is of the greatest importance that architects and engineers should clearly understand it, a short *précis* of the case may be appreciated.

In *Jackson* v. *Barry Railway Company* the facts were these:—The plaintiff was contractor for certain works in connection with the construction of a railway for the defendants. Under the contract any dispute or question arising between the defendants and the plaintiffs as to the meaning of any part of the specification or drawings, or as to the materials or workmanship, was to be referred to Mr. J. Wolfe Barry, or other the engineer for the time being appointed by the company, whose decision was to be final.

In the course of carrying out the works a dispute did arise as to the material to be used for hearting a pier. This dispute, though nominally between the contractor and the company, was really of course between the contractor and the company's engineer, Mr. Wolfe Barry, who, under the contract, was the referee to decide all disputes. A correspondence ensued between the contractor and Mr. Barry, in which the former insisted strongly that all the contract required was that the hearting should be of rocky marl; while Mr. Barry as strongly maintained that on the true construction of the contract it should be of stone. After the controversy had gone on some time the company's solicitors, on 28th July, gave notice to the contractor that they would apply forthwith to Mr. Barry as referee to fix a day for hearing and determining the dispute. On the same day they applied to Mr. Barry, who fixed 2nd August for the hearing, on which day there was a meeting at which Mr. Barry appointed a lawyer to be legal assessor. On 28th July, the day he received the intimation as to the arbitration from the company's solicitors, the contractor wrote to Mr. Barry setting out his view as to the true meaning of the contract. On 1st August he commenced an action against the company to have the construction of the contract determined by the Court, and for an injunction to restrain the company from proceeding with the arbitration. On 2nd August —that is, after the commencement both of the arbitration and of the action—Mr. Barry replied to the contractor's letter of the 28th July, in which, while declining to discuss the matter generally on the ground that it had reached the stage of arbitration, he declared that he could in no way agree with a statement in the contractor's letter to the effect that the contractor himself was the first person to suggest stone hearting for the pier, and added that he (Mr. Barry) himself had always intended that the pier should have stone hearting.

On 10th August the contractor moved for an injunction to restrain the company from proceeding with the arbitration, on the ground that Mr. Barry's competence as an engineer being in question, and his letter of 2nd August showing he held a strong view on the merits of the matter in dispute, he was an unfit person to conduct the arbitration.

Mr. Justice Kekewich upheld this contention and granted the injunction. This decision was reversed in the Court of Appeal, Lord Justice Smith dissenting. Lord Justice Bowen, in delivering judgment, said:—

It was an essential feature in the contract between the plaintiff and the railway company that a dispute such as that which has arisen between the plaintiff and the company's engineer should be finally decided, not by a stranger or wholly unbiassed person, but by the company's engineer himself. Technically the controversy is one between the plaintiff and the railway company; but virtually the engineer, on such an occasion, must be the judge, so to speak, in his own quarrel. . . . It is no part of our duty to approach such curiously-coloured contracts with a desire to upset them, or to emancipate the contractor from the burden of a stipulation which, however onerous, it was worth his while to agree to. . . . To an adjudication in such a peculiar reference the engineer cannot be expected, nor was it intended, that he should come with a mind free from the human weakness of a preconceived opinion. The perfectly open judgment, the absence of all previously formed or pronounced views, which in an ordinary arbitrator are natural and to be looked for, neither party to the contract proposed to exact from the arbitrator of their choice. They knew well that he possibly or probably must be committed to a prior view of his own, and that he might not be impartial in the ordinary sense of the word. What they relied on was his professional honour, his position, his intelligence; and the contractor certainly had a right to demand that, whatever views the engineer might have formed, he would be ready to listen to argument, and at the last moment to determine as fairly as he could after all had been said and heard. The question in the present appeal is, whether the engineer of the company has done anything to unfit himself to act, or render himself incapable of acting, not as an arbitrator without previously formed or even strong views, but as an honest judge of this very special and exceptional kind. . . . That the letter of the 2nd August shows Mr. Barry to have had, and retained up to the opening of the arbitration, a rooted view that the contractor was wrong is obvious. This Mr. Barry may not have been able to avoid. Has he, then, disqualified himself from pursuing the function of such an arbitrator as the contract contemplates by informing the contractor, in answer to the contractor's controversial letter, of what the contractor, I am convinced, well knew already, namely, that Mr. Barry wholly disagreed with him? I do not see that the letter of the 2nd August warrants the inference that Mr. Barry would not or could no longer do his best, when the matter formally came before him and his legal assessor, to decide honestly between his own distinct view and that of the contractor. . . . I would agree with my brother Kekewich's judgment if I thought the letter of the 2nd August amounted to an intimation that the contractor would not be patiently listened to, and receive at the last an honest decision.

The principle of *Jackson* v. *The Barry Railway Company*—namely, that the fact that the arbitrator appointed by a building contract is the architect in charge of the works, or that being such he entertains a strong view on the merits of the dispute before he has heard the evidence, is not sufficient to render him unfit to arbitrate—has been affirmed since on several occasions in the Court of Appeal. See *Ives & Barber* v. *Willans* (1894, 2 *Ch.* 478) and *Eckersley* v. *Mersey Docks and Harbour Board* (1894, 2 *Q.B.* 667). In the latter case the contractors sought to prove the arbitrator's unfitness by showing that, besides his being the engineer in charge of the works, the proceedings at the arbitration would involve the question of the competence or incompetence of his son, who had acted as assistant engineer over the works. The Court of Appeal held that if the fact that the engineer's own competence was in question in the proceedings—which it usually was in such cases—was not enough to render him unfit to arbitrate, then *a fortiori* the fact that his son's competence was in question could not be enough.

It must, however, be remembered that the principle of *Jackson* v. *The Barry Railway Company* applies only to matters which were known, or which might reasonably have been anticipated, by the parties at the time the building contract was entered into. If other matters likely to pervert the arbitrator's judgment arise, or are discovered after the contract has been entered into, these, if of any importance, will be held by the Court to render him unfit. Thus, in the case of *In re Baring Brothers & Co.* v. *Doulton & Co.* (8 *T.L.R.* 701 [1892]), it was agreed that in any disputes arising out of certain contracts for the supply of materials by Doulton & Co. to Messrs. Baring Brothers & Co. or their principal—a Mr. Hales, a railway contractor —a certain specified engineer should be the referee. After this agreement had been entered into, disputes on other matters arose between this engineer and Baring Brothers and Hales, and the engineer began actions against these persons on these disputes. On the application of Baring Brothers it was held that the engineer was not a proper person, under these circumstances, to arbitrate on matters arising out of the contracts for materials between them and Doulton & Co. And the case of *Nuttall* v. *The Manchester Corporation* (8 *T.L.R.* 512 [1892]) shows that even without anything actually new arising after the agreement is entered upon, still, if the relations between the architect and one of the parties become violently strained, the Court will hold that to be a sufficient reason for refusing to send the matter to his decision. That is the ground on which the Master of the Rolls justifies the judgment in *Nuttall* v. *The Manchester Corporation*. (See *Eckersley* v. *The Mersey Docks and Harbour Board* [1894], 2 *Q.B.*, at p. 671.)

On no point is the difference in the status of the architect, according as he is granting certificates or conducting a reference, more marked or important than in the matter of personal liability. In granting certificates, except in those rare cases where he is retained not by the employer but by some one else, he acts, as we have seen, as the skilled servant of the employer, and accordingly he is liable to the employer for any damage to the employer which may arise from his negligence or want of skill in granting them. It is true no amount of negligence and no want of skill will render the certificate, once granted, the less binding on the employer. In the words of Mr. Justice Willes in *Goodyear* v. *Mayor of Weymouth*, 35 *L.J., C.P.*, 12 [1865]), "If you employ an architect who does not know his business, and who certifies that "he is satisfied when he ought not to express satisfaction, you must be bound by his mistake.' But while negligence and want of skill will not shake the conclusiveness of the certificate between the employer and the contractor, they will, as between the employer and the architect, constitute a breach of duty on the part of the architect, and for any injury resulting to the employer from that breach of duty the employer will have an action against the architect.

To the contractor, on the other hand, the architect, in granting certificates or in refusing them, as in his other duties as the servant of the employer, owes no duty whatever save that general one of common honesty. No want of skill and no amount of negligence on his part, however disastrous this may prove to the contractor, will render the architect liable in damages to the contractor. A decision of Mr. Justice Chitty's in the case of *Cann* v. *Wilson* (39 *Ch. D.* 39 [1888]) seemed to overthrow this principle; but it is needless now to discuss that case, since it has been expressly overruled by the Court of Appeal in the recent and most important case of *Le Lievre & Dennes* v. *Gould* (1893, 1 *Q.B.* 491).

As *Le Lievre & Dennes* v. *Gould* is a case of much interest and importance to architects, I may perhaps give a short summary of the facts and judgment in it. Hunt let some land to Lovering for building, one of the conditions of the lease being that Lovering should within a certain time build houses on it to the value of £1,000. To enable Lovering to build these houses, Hunt subsequently undertook to obtain for him a loan on mortgage of £850, to be advanced in instalments according to a schedule of advances. By the schedule of advances the last instal-

ment was not to be paid until the houses were "complete with paper, paint, fittings, taps, "ground laid out, and the whole finished and in proper order." Hunt then retained the defendant Gould as architect, and later he arranged that the plaintiff Dennes should advance the money on a mortgage in the terms of the agreement between Hunt and Lovering. Gould was not informed of this mortgage, and throughout he addressed his certificates to Hunt. Dennes, however, acted on these certificates, and paid the instalments as certified. On 31st May, Gould certified that the final instalment was due "according to the schedule of advances." At that time, as it was afterwards admitted, the houses were not papered, though Gould denied he was aware of that. Subsequently Dennes and Miss Le Lievre, to whom the mortgage had been transferred, sued Gould for negligence and want of skill in certifying. The case was referred to an official referee, who found that Gould had not been guilty of fraud, and that as there was no contractual relation between him and the plaintiffs he was not liable to them for negligence and want of skill. The plaintiffs appealed. The official referee's award was upheld by the Divisional Court, and afterwards by the Court of Appeal. Lord Esher in delivering judgment in the latter Court said:—

> It is said that a relation by contract existed between the plaintiff Dennes and the defendant, and that one of the implied terms of that contract was that the defendant in giving certificates should use reasonable care to ascertain the truth of the facts to which he certified. There can be no doubt that if there was a contract, there was such a term implied in it. But there is really no evidence of any contract between the plaintiff Dennes and the defendant, and in truth there was no such contract. . . . Then it is said that, even if there was no contract between the plaintiff Dennes and the defendant, nevertheless the defendant is liable to the plaintiffs for having given certificates which contained untrue statements; for, it is said, the defendant owed a duty to the plaintiffs to exercise care in giving the certificates, because he knew the plaintiffs would or might act upon them by advancing money to Lovering. No doubt the defendant did give untrue certificates; it was negligent on his part to do so, and it may even be called gross negligence. But can the plaintiffs rely upon negligence in the absence of fraud? . . . No doubt if *Cann* v. *Willson* stood as good law, it would cover the present case. But I do not hesitate to say that *Cann* v. *Willson* is not now law. Chitty, J., in deciding that case, acted upon an erroneous proposition of law, which has been since overruled by the House of Lords in *Derry* v. *Peek* (14 *App. Cas.* 337), when they re-stated the old law that in the absence of contract an action for negligence cannot be maintained when there is no fraud. . . . A charge of fraud is such a terrible thing to bring against a man that it cannot be maintained in any Court unless it is shown that he had a wicked mind. What is meant by a wicked mind? If a man tells a wilful falsehood with the intention that it shall be acted upon by the person to whom he tells it, his mind is plainly wicked, and he must be said to be acting fraudulently. Again, a man must also be said to have a fraudulent mind if he recklessly makes a statement, intending it to be acted upon, and not caring whether it be true or false. . . . But negligence, however great, does not of itself constitute fraud.

In granting certificates, then, the architect is liable for want of skill, negligence, or fraud in respect to the employer, and for fraud only in respect to the contractor. In conducting arbitrations, on the other hand, the architect, whether he is acting as sole arbitrator by agreement between the parties, or under the direction of the Court, or whether he is acting as a joint arbitrator, the nominee, and in a way the representative of one of the parties to the arbitration, is a quasi-judge, and as such he is not the servant of anyone, and is not liable to anyone for negligence or want of skill, however gross. His award is not as binding on the parties as a certificate. It may be set aside for other things than fraud—for mistakes in law or fact appearing on its face for instance, for want of finality, for misconduct in conducting the arbitration, or because further evidence has arisen since the close of the proceedings. But in conducting the proceedings and in making the award the architect acts in a judicial capacity, and accordingly, like other judges, he is personally liable, not for negligence or want of skill,

but for fraud and for fraud alone (*Tharsis Sulphur and Copper Company* v. *Loftus*, *L.R.* 8 *C.P.* 1 [1872]).

Having stated as fully as time will permit the legal position of architects in the matters of certifying and making awards, I may perhaps be permitted to say a word or two in conclusion on the advantages and disadvantages of certifying and referring clauses respectively in building contracts. Now these advantages and disadvantages are very different according as they are looked at from the point of view of the architect, the contractor, and the employer.

From the point of view of the architect, settlement by certificate has this enormous advantage—it leaves him master of the situation. He is entitled to decide every dispute finally and conclusively by his mere *ipse dixit*, without consulting or even hearing either contractor or employer. Moreover, it enables him to redress oversights of his own during the progress of the works—such, for instance, as ordering verbally extras which, by the contract, could only be ordered in writing. If he certifies for these the employer must pay for them (*Brunsden* v. *Local Board of Staines*, 1 *Ca. & El.* 272 [1884]).

On the other hand, settlement by certificate has, from the architect's point of view, the disadvantage that if he negligently certifies for what he should not certify, he may find himself mulcted by his employer in an action for heavy damages. Architects, however, as a rule, have no fear of this responsibility, and the Courts are very much disinclined to encourage actions against them, except in instances where there is gross negligence, or gross incapacity, or absolute fraud—instances which, to the honour of the profession be it said, do not often occur.

Settlement by award, on the other hand, from the architect's point of view varies very greatly according as the arbitrator to decide disputes is the architect himself or a third person specified or to be specified. If the architect is himself to be the arbitrator, he remains nearly as much master of the situation as in the case of settlement by certificate; and he has two further advantages—he is not personally liable for any mistaken decision, even though it be due to negligence, and he is usually paid extra for the work of deciding the dispute. If the arbitrator, however, is a third person, the only advantage accruing to the architect in charge of the works is that he is relieved of the somewhat invidious duty of deciding on what is virtually his own dispute. Of course, besides this, he is not liable for the decision of the arbitrator, except that decision arises through his misconduct. These, however, are poor compensations for the worry and anxiety of what is practically a long-drawn-out lawsuit, in which the architect is often at once chief witness and chief defendant, and the result of which may prove ruinous both to his reputation and to his pocket.

From the contractor's point of view, settlement by certificate has, beyond its certainty and cheapness, little but disadvantage. It places the contractor absolutely at the mercy of the architect, whose decision on disputes between him and the employer the contractor may reasonably be disclined, for two reasons, to regard as unbiassed. In the first place, the architect is the paid servant of the employer in making the decision. In the second place, for a mistake to the disadvantage of the employer the architect may be responsible in damages, while for a mistake to the disadvantage of the contractor he cannot be held personally liable. Considering these facts, it is again to the credit of the profession that contractors are so ready to confide the decision of disputes to the honour and honesty of the architect supervising the works.

The advantages of settlement by award from the contractor's point of view depend almost entirely on who the arbitrator is. If the arbitrator under the contract is the architect in charge of the works, then the contractor's position is practically the same as under settlement by certificate, except that before the dispute is decided he is entitled to be heard by the

architect—a privilege which usually costs him as much as it is worth. If, however, the arbitrator is a third person, and more especially if he be not an experienced person, and the extent of the reference is wide, the contractor's position is a very pleasant one. In the first place, he can harass the employer by opening up everything arising or done under the contract, and by making all sorts of allegations as to the conduct of the architect and the employer himself. By insisting on having all these investigated, he can give great trouble and cause enormous expense. Very often the mere threat of doing so is sufficient to induce the employer to come to an arrangement all to the advantage of the contractor. In the next place, if the matters in dispute do come before the arbitrator, the contractor, however bad his case may be, is—especially, as I have said, if the arbitrator or umpire is not a very experienced person—pretty certain to get something. Too many arbitrators think that the justest way—as it certainly is the easiest way—of settling every dispute is "to split the "difference."

From the point of view of the employer, settlement by certificate is unquestionably the most advantageous mode of settlement. The employer here gets the disputes between himself and the contractor settled by his own agent, without expense and without appeal, while any gross blunder to his disadvantage in deciding the matter must be paid for by the architect himself. Settlement by award when the arbitrator is the employer's architect is, from the employer's point of view, much the same as settlement by certificate, except that it is more expensive, scarcely so conclusive, and the architect is not personally liable for mistakes. Settlement by the award of a third person, however, is as disadvantageous to the employer as it is advantageous to the contractor. It is harassing, it is extremely expensive, and it is very liable to be unjust to him in its result. It is on all these points more objectionable than settlement by an action at law. Indeed, almost its only advantage over an action at law is that as a rule the award finally concludes the dispute.

These, then, are the advantages and disadvantages of the different modes of settlement from the point of view of each of the three parties interested in building contracts. Which mode, or what adaptation of both modes, is, on the whole, the fairest all round is a different matter. My experience is that that depends very largely on the nature of the contract. In the case of small contracts settlement by certificate seems the fairest even to the contractor. It is quick, inexpensive, and final. I have never known an arbitration in a small contract in which the costs have not proved larger than the whole amount in dispute. In such contracts, accordingly, when the parties desire that disputes arising under them shall be decided without recourse to the Law Courts, I always advise a clause to be inserted making the architect's final certificate a condition precedent to any right of action whatever on the part of the contractor against the employer. I have seldom found the contractors raise any serious objection to this, save in cases where the employer's architect was one with a reputation for harshness. In large contracts, on the other hand, where, if disputes arise, their subject matter will probably be of considerable moment, settlement by certificate seems hardly fair to the contractor. The saving of expense is not the chief thing to be looked to here, and accordingly it is well to proceed less arbitrarily and more judicially, and give all parties a fair chance of, at any rate, stating their case. In such contracts I usually advise that a clause be inserted making the architect's decision on all disputes and matters arising during the progress of the works final and conclusive until the completion of the works. This is necessary to prevent delay through the reference of disputes to arbitration during the progress of the works—delay which is sure to give rise to further disputes as to penalties, time of completion, and other matters. A second clause is then inserted, making the certificate of the architect on the completion of the works, if accepted by the contractor, final and conclusive,

subject, of course, to a reasonable period of maintenance, as to all matters and disputes under the contract, whether arising during the progress of the works or on their completion. If, however, this certificate is not accepted, the architect's decision is to be final and conclusive as to all matters save such as are specified in the reference clause. The reference clause is then inserted, giving the contractor the right to appeal from the decision of the architect to an arbitrator specified or to be specified in the manner set out in the contract, on certain points which have to be very strictly defined. These points are most usually payment for extra works, extension of time for completion, and construction of contract; but of course they vary to a certain extent according to the nature of the works to be carried out under the contract. In every case where the contractor has a right to an arbitration, however limited may be the extent of the reference, I advise that the arbitrator should be, not the architect supervising the works, but a third person named in the clause or to be named by some independent person. To give a right to arbitration, and at the same time to insist that the judge in the arbitration shall be one of the parties, or the agent of one of the parties, to the dispute has always seemed to me little better than a mockery. If the employer insists that his architect must be the judge of all disputes under the contract, it is more straightforward plainly to say so, and make his final certificate the final decision of the matter beyond question and without appeal.

## DISCUSSION OF MR. STRAHAN'S PAPER.

Mr. Aston Webb, F.S.A., Vice-President, in the Chair.

Professor KERR [*F.*] proposed a most cordial vote of thanks to the learned author of the Paper, but thought that some of his statements would create among them a good deal of alarm. It was true they were accused, and rightly accused frequently, of not understanding the law they had to deal with; but he could not think that they misunderstood the law so far as the learned lecturer would seem to imply. One point that he had made from their point of view was that the Courts, as at present constituted—one could not answer for what might occur before long, the Courts were always changing their minds upon practical matters that they did not understand—drew a very marked distinction between the "arbitrator" and the "valuer." That would be new to a good many architects. When the valuer, who in practice was generally the surveyor, delivered his decision after being properly appointed, that decision was better not disturbed, unless fraud could be suggested. But it was quite a different thing with the architect who was giving a decision upon points of valuation as between the employer—he did not say the architect's employer for the moment—and the employed. He used the phrase which the learned lecturer had used, and said that, to the honour of the profession to which they belonged, it must be admitted that the decisions of architects were almost as a universal rule loyally given and loyally accepted. As he had said before now, but for the loyalty of the architects it was scarcely easy to understand how many building contracts would be able to pull through at all. He thought that every architect who was a member of the Institute, and had heard previous discussions upon such matters, did accept for himself the situation of an absolutely impartial judge between his own employers and the contractor—a very unusual condition of things, but still a condition of things which did exist, and to their very great honour. He would not dwell at any length upon the question which the learned lecturer had so ably discussed—namely, the difference between the valuer and the arbitrator—but would point out to him the admirable mode adopted for deciding building disputes under the Building Act with regard to party-walls. The plan was this: there were no valuers, there were no arbitrators, but each party to the dispute appointed his own agent—his own surveyor as he was called; the two surveyors appointed a third, and any two of the three delivered the award. Speaking from his own experience of such matters, which had been considerable, there was no mode of settling a building dispute comparable in the slightest degree with that for fair and satisfactory adminstration. The great characteristic of that mode of settlement in building matters was that they got rid of what he would call that non-courageous mode of delivering an award, where the arbitrator accepted the rule of a certain cynical Judge, and took care not to let his reasons escape. A man who gave a decision and retained his reasons was not a courageous man. No Judge on the Bench ever gave his decision except subject to appeal, unless, of course, in the House of Lords, the final Court. But when an arbitrator or surveyor delivered an award and gave no explanation, and declined as a matter

of rule to give an explanation, that, he thought, was a great evil. That was got rid of altogether by the Building Act mode of reference, because the *modus operandi* was this. The two surveyors, who held diametrically opposite views—and it was their duty to do so, each doing his best for his client—and by diametrically opposite views he did not mean that they were nonsensically extravagant in their opposition, but that they necessarily held views corresponding with the rival interests of the parties—when they met with the third, the whole matter was discussed, and the third surveyor stated his opinion from time to time to the others when stating theirs—the consequence being that there was an opening for that most necessary thing in all building disputes—compromise. Now in litigation there was no possibility of compromise. One man was declared to be altogether right and the other to be altogether wrong, although the difference between them might not be the breadth of one's finger-nail. But it was not so with the tribunal of three surveyors; they discussed the matter quietly together, and the third surveyor, if he happened to conceive a peculiar view of the matter, was always open to argument. That was a great advantage. The consequence was, that when they had argued the matter out and could not settle it among them, the third surveyor had to say: Well, gentlemen, I think we have discussed it sufficiently; my opinion is unshaken, or my opinion is modified only to such and such an extent, and I think we had better settle it so-and-so, and it must be settled so. And both the parties to the dispute were informed of what had taken place, and the result was generally that both parties were satisfied; whereas by the system which prevailed under the more legal form the probability was that both parties were dissatisfied. As regarded the position and capacity in which the lecturer had told them the architect might find himself acting, the lecturer must excuse him for saying, not that he presented his subject in a complicated manner, but that his subject was so complicated as regarded the various views that might be taken of it that it was almost impossible for a layman to discuss it from the precise ground from which he discussed it. They considered it unfair for the architect to be the absolute judge without appeal between his own employer and the builder. The lawyers might consider it fair, but architects did not so consider it. Therefore they had the Arbitration Clause, which he had always understood worked exceedingly well, and would, he thought, work a little better if the arbitrator were like the third surveyor in the case of the party-wall.

Mr. EDWIN T. HALL [*F.*] seconded the Vote of Thanks, and said that no more important subject could possibly be considered by them, because it related to the very delicate execution of a duty between the man on the one side who stood in the relation of the employer, and the man on the other side who was the employee. The tone and attitude the Institute had always taken, and had always taught its members to take, was that the architect should take upon himself a judicial position—should, the moment his contract was signed, forget, for the purposes of judging between the employer and the employed, that he was the servant of one, and should act always as a judge of first instance to determine matters in dispute as they arose; and if he had the requisite amount of common sense and judicial fairness, there would result generally, and he believed did result very generally, a most satisfactory settlement of all disputes as they went along. It must not be forgotten that for one case of dispute that was heard of, there were probably nine hundred and ninety-nine others which were concluded without any dispute whatever. That, therefore, spoke very strongly for what the lecturer had been kind enough to say of the honour of architects and the readiness with which their decisions were accepted. The two designations given by Mr. Strahan were very useful in enabling them to discuss the subject. He spoke of the architect acting in one capacity as the certifier, and in another capacity as the referee, or, as he put it, "settlement by certificate" or "settlement by award"; and he laid down in a very clear way, which would always be valuable to them, the essential differences between those two positions. Professor Kerr had drawn attention to the fact that very generally there was a third person, the valuer; and that rendered architects' duties often simpler when they were acting as judges, whether by certificate or by award. Now the position of a judge of first instance was a very important one, and it had some bearing on the subject. The view generally held by the Institute was that the architect must of necessity occupy that position, even though he were not the final referee. There must be somebody to give a decision, which could be appealed against, if it had to be appealed against; and therefore an architect must not be afraid of expressing his opinion on a subject definitely and saying that was his decision, just as a Judge did in Court. Let them go afterwards, if there were any reason for it, to a referee to get that decision reversed. Professor Kerr had recommended, as the best of all tribunals, the court which was prescribed by the Metropolitan Building Act for party-wall disputes—and a very admirable court it was for the purposes it had to serve under that Act. He (the speaker) would, however, point out to him that there was this difference—that as a rule the questions settled there were simple in this way, that there were not many points; whereas in an arbitration on a large contract there might be a hundred points of dispute. If that court were constituted as a court

of three—namely, an independent person, and the representative of the employer on the one side, and of the contractor on the other side—it would be almost impossible that two of them could agree on an award; because it might be that in fifty of the points the independent arbitrator might agree with the employer, but on the other fifty he might agree with the contractor, and therefore the award would never be made at all. Because the award must be a complete document, and it must be by two of the three. However, in effect, their practice really gave the result that Professor Kerr desired, but it was arrived at in a somewhat different way. The architect on the one side and the contractor on the other stated his case, the threads were gathered up by the independent arbitrator—who might agree with fifty on that side and fifty on the other—and then the award was a conclusive one; so that they did in effect get three persons, but the decision was by the one. With regard to the question of a final certificate, it was a very important one indeed; the learned lecturer had referred on several occasions to it. He believed, however, that the sounder thing to do was not to give a final certificate at all, but only to give the last certificate for money payment. For this was the position if they did: if a final certificate were given, that is to say a certificate of completion, and something was discovered afterwards, which was very improper, the architect had probably taken upon himself the responsibility of relieving the contractor from his liability by giving his final certificate, and he would be liable, he thought, for an action by the employer for *laches*. That was not his (the speaker's) opinion, but it was the opinion given by two eminent lawyers, afterwards distinguished Judges, Lord Bowen and Mr. Justice Manisty. Their opinion was taken on the subject by the Institute many years ago, and they strongly advised the Institute that the architect was liable for such *laches* to his employer. Therefore the view that they had held, and the view that they would, he hoped, very shortly submit to the Institute, was that there should be no final certificate of completion, but that the contractor should be left to the Statute of Limitations; and then there would be no liability on the part of the architect to the employer, and the builder would rightly take that responsibility for any impropriety which attached to him. He was pleased to say that the Builders' Institute had agreed to that view, and therefore in the new Conditions of Contract it was one of the points that would be laid before the Institute. He was sure that every one present would agree that the arbitrator should be an independent person in most contracts, but it must not be overlooked that that was not the practice of any of the big Corporations; at least, the practice of large Corporations as a rule was that the architect of the building should be the final referee. That was the case, he believed, with the Corporation of London, with Government works, with the Asylums Board, and other large bodies; so that in those cases, at all events, it was thought that the architect should be the final referee; and he believed as a rule—of course there were exceptions—it worked very well indeed. Still, for ordinary contracts it was not a view which the Institute had taken; it was not a view which they, as individual architects, would usually take. It must be fairer that an independent person should settle matters that were in dispute, because those matters were almost always in dispute between the architect and the contractor.

MR. WILLIAM WOODWARD [*A.*] said he was much surprised at the tenor of Mr. Hall's observations. He should have thought that at some period of an architect's history in connection with building he would have the courage, he would have the honesty, to relieve the contractor from his responsibilities in connection with the building. In the Heads of Conditions of Builders' Contracts issued by the Institute, in Clause 17, occurred these words:

> Provided always that no final or other certificate is to cover or relieve the contractors from their liability under the provisions of Clause No. 11, whether or not the same be notified by the architect at the time or subsequently to granting any such certificate.

Clause 11 was the clause dealing with the liability of the contractor to make good any damage arising from defects in materials or in workmanship. [MR. EDWIN T. HALL.—Within a very limited time. Six months as a rule.] The time was not stated. With that proviso and those conditions it appeared to him in the last degree unwise, and unfair to the contractor, to endeavour to impose in the new Conditions of Contract the rescission of that final certificate on the part of the architect. The architect, as a rule, always allowed sufficient time—sometimes too long a time—to elapse between granting that final certificate and the conclusion of the work. If he were a wise man he allowed at least twelve months—probably twelve months was the time inserted in each Condition of Contract; and even then he was not compelled to grant his final certificate if he had any doubt whatever that some defective workmanship or material existed. Therefore, to his mind, it would be very unwise indeed, and would create the impression that architects were afraid of carrying out their obligations to the builders, because, after all, their obligations were not confined to their employers; as Mr. Hall had said, as Professor Kerr had said, and as they had all said time after time, they endeavoured to act as arbitrators fairly between the contractor and the employer. He sincerely trusted that no such intention in any way whatever would appear in the new Conditions of Contract. With regard to the tribunal, there was a great deal in

what Professor Kerr had said, and Mr. Hall had pointed out some little difficulties that might arise in the multitudinous matters which occurred in carrying out a building contract. The learned lecturer said [page 198]:

> On the other hand, when a certificate is a condition precedent to any right of action on the part of the contractor, the grant of a final certificate is conclusive, not merely against him, but in favour of him.

This brought him (the speaker) to a point upon which he should like the opinion of gentlemen present. There were two methods of closing a contract after having ascertained the amount of variations, if there were any. One was to issue a final certificate without any reference whatever to the client or the builder, and the other was to go to the client and say: "Now, Sir, there are so many hundred pounds "of extras, would you like to know before I issue "my final certificate what they consist of, and "why they have arisen?" He (the speaker) had adopted both courses, and his opinion was that the architect, having carefully ascertained the amount of extras due to the contractor, and having carefully listened to all that the surveyor and builder had to say upon the subject, was far wiser in issuing that final certificate than in giving the client the opportunity to raise all sorts of questions on subjects of which he must be only imperfectly informed, and so give rise to very considerable trouble in the conclusion of the work. Then the learned lecturer said:

> Of late it has become more or less common to specify as arbitrator, not an outside or independent architect, but the architect in charge of the works. At first, this practice was regarded as of doubtful legality, as, to a certain extent, making the architect a judge in his own cause. Recent decisions, however, have dissipated this doubt, and now that the legality of the condition is indisputable, we may expect to find it more largely adopted in the interests of the employer.

He (the speaker) should have expected, recent decisions having made it legal, that they would have found it less largely adopted by the profession. Of course that might be all very well in the interest of the employer; but to allow the architect to be judge, and in his own cause, appeared to be a condition which it should be the endeavour of everybody to upset rather than to support. The builder, he thought, should have every facility afforded to him of opening up points of dispute which might arise within the contract; he should be protected from any oppression on the part of the architect, and from negligence, or even, if he might say so, from the results of ignorance which sometimes appeared on the part of the architect in conducting his building works. The Conditions of Contract seemed to him to meet the case very fairly indeed. Clause 20 said, as regards the arbitration clause:

> as to what additions, if any, ought in fairness to be made to the amount of the contract by reason of the works being delayed through no fault of the contractors, or by reason or on account of any directions or requisitions of the architect, involving increased cost to the contractors beyond the cost properly attending the carrying out the contract according to the true intent and meaning of the signed drawings and specification, or as to the works having been duly completed, or as to the construction of these presents, or as to any other matter or thing arising under or out of this contract.

That was a very full description of the points in dispute which were likely to arise during the progress of the contract, and those were the points which were referable to the arbitrator who was specifically named in that Condition. There was just a doubt as to the words "or as to any other "matter or thing arising under or out of this "contract." That certainly was a very large order; and he would just give one little case that was at that moment occurring in his own practice, as to which, also, he should like to have the opinion of gentlemen present. A contract was entered into and the building completed, and a very large number of variations occurred; the quantity surveyor acted for the employer; and the builder employed a surveyor to act for him. The amount of extras had been arrived at, and he (Mr. Woodward) had agreed with the figures of the surveyor and the builder, and had issued his certificate. Before issuing the certificate the contractor asked him to allow some £60 for the expenses of his (the contractor's) surveyor in measuring up the works. He told the contractor that he was no party to the employment of such surveyor; the surveyor acted entirely in the contractor's interest to get as much as possible out of the pocket of the architect's employer, that the architect's surveyor would be paid by his employer, and he declined to add a farthing to the amount of the certificate. The contractor had consequently suggested that an arbitration should take place under this clause; and they would observe that the words "Or as to any other matter or thing "arising under or out of this contract" were very broad. Now to a certain extent that had arisen out of the contract, but to his mind it was not a matter contemplated in that clause, and he declined to have it referred to arbitration. That was just one of the points that might be considered, and he should be very much obliged to his professional brethren if they would say what their opinion was on that particular point. Then on page 199 the learned lecturer said, speaking of the architect: "Is he to rely on his "own observations, investigation, and skill; or is "he to hear both the employer's and the con-"tractor's evidence on the point in issue?" That had been touched upon by Professor Kerr and Mr. Hall, and he thought it was distinctly agreed by the Institute that the architect should act as arbitrator throughout the whole proceeding fairly between the employer and the client, neither leaning to the one side nor to the other. On page 200 was an observation which reminded

him of a case which was decided by the late Lord Chief Justice. It was an action for extras where the surveyors on both sides agreed the amount at £600, and the architect was sole arbitrator. The late Lord Chief Justice told the builder that, having signed the contract making the architect sole arbitrator, the architect had acted in that capacity, and therefore he was quite entitled to say that the contractor was entitled to nothing; and the contractor lost the £600 and the action. That showed the misfortune of allowing the architect to be sole arbitrator in such a case as that. The learned lecturer throughout the Paper gave, he thought, very good grounds indeed for caution to the contractor in allowing it in any case. Human nature was human nature, and, knowing the weakness of human nature, he should advise the contractor not to allow the architect of the job to be the sole arbitrator. He thought the Conditions of Contract as they stood—those sanctioned by the Institute—were quite sufficient for the protection of the architect, and, if they were fairly carried out by a fair-minded architect, there would be no necessity for the clause that Mr. Hall, he thought unfortunately, shadowed forth, and which he (the speaker) should do his humble best to set aside.

PROFESSOR BANISTER FLETCHER [*F.*] said that, with regard to the question Mr. Woodward had raised, he certainly should say that the question fairly arose out of the contract—he meant the question of a reference. There could be no doubt that that would be the decision arrived at by a Court of Law, as to whether the surveyor for the builder was necessary. If the contractor's surveyor had pointed out serious errors on the one side, and diminished the bill, certainly the charge would be justified. But with regard to the issue of a final certificate not being final, to which Mr. Hall had alluded, he remembered two cases in which he was engaged, in connection with the School Board for London, where a final certificate was issued, and there was a clause in the contract that, notwithstanding the issuing of the final certificate, the School Board had the right to withhold the money for four years, and at the end of that time to investigate the building. In each of those cases, one of four schools and the other of five schools, the whole of the schools were taken almost to pieces to investigate their state after four years at an enormous loss, as might be imagined, and with the result that one builder of four schools gained the day, and the other lost the day, and incurred enormous expense. That illustration would show Mr. Hall that someone must take the responsibility off the builder's shoulders at a reasonable time, and that it was not reasonable that the builder year after year should have that responsibility hanging over him. What was the use of the architect if he was to take no responsibility whatever? On those grounds, he thought, Mr. Hall would see the wisdom, certainly, of the architect taking his proper position. With regard to the architect being the judge, he would point out to the learned lecturer—and he quarrelled not at all with his law, but he did think that lawyers did not appreciate the position that an architect occupied. They all knew how wrong the late Lord Chief Justice was with regard to architects' fees, and the position they held in this very matter. No profession had ever suffered so much as theirs had done from the want of understanding of their position by the legal profession. He would point out to the learned lecturer that he appeared to forget that architects held a fiduciary position. He spoke of architects as third parties to a dispute; he spoke of them as though they were judges of their own cause. Nothing of the kind. The position of the architect was not at all of that character. He was simply appointed to see a particular contract carried out. One of the three parties to the dispute—using the words of the learned lecturer—was a silent member who never did, or ought never to do, and usually never did, anything. The sole object of the architect was to get a particular specification performed. And where would the difficulty be? With an honest, straightforward contractor there could be none; and usually he had found that the builder was equally anxious with the architect that his reputation should not be lowered by a bad building being erected; that was the case with the general run of builders, or architects could not get on at all with the same pleasantness that they did. Of course, things did not always go smoothly, but when did this happen? Usually when a scamping builder desired to get an additional profit and to give bad material. Where was the necessity for a long arbitration then? There were the materials, good or bad; and certainly they all knew in their experience that usually the clerk of the works was the first to inform them that bad materials were being employed, and they would take steps to prevent it. It would be a great advantage, he thought, if the Institute would endeavour to show lawyers the exact position he was faintly indicating, and would show them what would aid that position—that is to say, the doing away with the responsibility now put upon the architect by the employer, or rather by the lawyers, for it was never intended to have been by the original employer. And for the following reason: architects, as they had been correctly told, were liable for negligence to their employer, and were not liable to the builder. Now, taking the position that architects did as certifiers—to use the learned lecturer's term—they should be equally liable to the contractor as to the employer, or they should have no liability to either. Now if they could get that removed that was a practical matter, and that would put the architect upon a

higher ground. It would get rid of the great difficulty that they had an additional liability, which, to give an illustration which would be understood in that room, occurred in quantities, and where they found at times that the quantity surveyor was sometimes paid (he would deal with the point of payment by-and-by) by the employer, and afterwards had passed over his liability to the builder. Whether paid by the employer or the contractor, the quantity surveyor had a liability to the contractor. But the payment of money was not a proof of liability, and he mentioned that for this reason, the learned lecturer had laid much stress upon architects being the paid servants of their employers. A more mistaken expression there could not be. Looking at it from the legal point of view, he was perfectly right; but they knew that that never was and never had been the position that architects took. They took a far higher ground; they were judges of the contract rather than of the parties. They had to perform the duty of simply seeing that a particular work was carried out, that extras should be paid for and measured up, usually by the quantity surveyor; and, therefore, to some extent they were relieved of part of that duty. What, then, were the great difficulties in that work? The great difficulties were really very small. They got rid of one of the parties absolutely; they got rid of the judge of his own cause, because he was simply a judge of good or bad building—of the quantity of the work he could hardly be said to be the judge. To look further. What advantage was there in having an architect and paying him when he was to do nothing, because immediately he objected to work an arbitrator was called in? And the arbitrator was to be called in to do what? To do what the architect should do—say "that is bad work—"remove it." Then followed the difficulty the learned lecturer had placed himself in with regard to letting all the work proceed till the end, and then calling the arbitrator in, giving, as he did, extremely good reasons—the non-delay of the work, and so on. But how were they to do that? Assuming the brickwork was bad, they must stop it and call in the arbitrator. He remembered a case of one of the large warehouses on the Thames when he was called in, and the builder said, "Don't. "Let me go on, and let it be a money compensa- "tion," which should be fixed at the end of the time. He (the speaker) said: "Decidedly; I much "prefer one visit to two." But the employer would not, and the result was that on two occasions he (the speaker) had to go over the whole of that building and mark every timber that had to be removed. And then there was an arbitration at the finish. Men are driven away from the professional system if things are made so dreadfully complicated. He ventured to press this upon the Institute: They represented the profession, and it was sometimes thought that they lagged behind; but they should not lag behind in this matter. Let them take up the status of the architect as one of their leading points; and he would humbly venture to suggest that architects should either be relieved of their responsibility to their employer, or have it increased by being liable to the other side—to the contractor. They should be equally weighted; then the world would appreciate that the architect was an independent man. One other illustration, in conclusion, as to payment. In mortgages the man who borrowed the money usually paid the fee. Where was the liability attached? Not to the man who paid the money, but to the man who lent the lump sum. He mentioned that to distinguish it from fees. He laid stress upon that because it showed the lawyers and the Courts that the payment of money had the peculiarity that it did not constitute the architect the paid agent of his employer. And here, where they had in the same profession two other illustrations of money not having that effect, they should be enabled to immediately get those alterations which he, and he believed every one present, would desire, and which would give to the architect the status and the power of being the arbitrator, and of getting rapid conclusions at small cost to his employer, to the advantage, he believed, of the architect, to the advantage of his client undoubtedly, and, in the speaker's opinion, to the advantage of the contractor.

MR. WILLIAM WHITE [*F.*], F.S.A., said that in treating of the matter before them they ought to take into account the varied character of the builders. There was no doubt that provision must be made against a bad builder as against a good one, and against a good builder as against a bad one. He had had very considerable experience of those matters, and he was happy to say that he had had very few disputes indeed that had created any difficulty; but, where he had had those disputes, he could not say that they had been with the high class of builders which had been spoken of, and which it had been said they found in ninety-nine cases out of a hundred. It could not be reckoned at quite as much as that, either for the satisfactory builder or for the satisfactory carrying out of the contract. In his contracts he had gone as far as possible upon this principle: he had a clause in the contract that, if there be any extra at all, the builder should give notice of it if he considered it to be an extra—that he should give the price that it should be, and that by negotiation they should settle it as the work went on, so that they had merely the items at the end to add up. He had found the carrying out of that simplify the matter wonderfully, although it had caused in some cases rather a considerable amount of additional labour to get it done. Nevertheless, he considered always that he was in that fiduciary position which had been referred to, and he had always found the builders

most ready to enter into it, if the builders were of good character, and not people who had made up their minds to get what they could out of the contract by scamping or by illegitimate charges. One other point he wanted to refer to—namely, the clearing, the certifying of the satisfactory mode in which the work had been done. It was very well to certify the work satisfactory, but there were occasions when it was simply impossible to see certain things behind, which, even in spite of clerks of the works, had been carried out in an unsatisfactory way; and still more so when there had not been a clerk of the works. Some thirty years ago he had a small work in Buckinghamshire, which was being done by a local builder, and too small a job to require a clerk of the works at all. The work was apparently carried out satisfactorily, and in that case the contract did not contain the clause that the builder should be responsible for any defective work which might appear after or before the signing of the final certificate. He found that in the course of two and a half or three years there was a very serious defect. It was a rebuilding of the east wall and portions of the two side walls. The east wall began to settle away from the building, and on examination he found that half the thickness of the wall was built upon the old foundation, and half of it extended beyond. They could certify everything that was palpably satisfactory; but he did not think, in such accounts as that, there ought to be the absolute relief which had been pleaded for the builder.

Mr. T. M. RICKMAN [*A.*], F.S.A., said that he was rather shocked to find in the earlier part of the Paper certain statements on which he rather differed as matters of fact from the learned lecturer. One was as to the increasing habit of appointing the architect as the arbitrator of the works. He doubted, from such experience as he had had, whether that was the case. Again, there were one or two cases in which he thought it would be desirable that the younger members of the profession should take opinion—he did not say counsel's opinion—before they acted upon everything said in the Paper. It was rather dangerous to younger men to point out to them that under certain circumstances no want of skill and no amount of negligence on their part, however disastrous the effect to the contractor, would render the architect himself liable in certain cases. He thought it desirable that the young men should have no doubt that they should exercise all the skill that was possible to be exercised. But when he read to the end of his discourse, he was perfectly satisfied that the lecturer had drawn a very fair conclusion from the various advantages and disadvantages of the two courses which he had discussed, and he thanked him for laying those advantages and disadvantages before them. He hoped they would all carefully consider what the disadvantages of each of the courses were, and what the dangers were, for the disadvantages were practically dangers into which all were liable to fall if they did not exercise the fullest care and the fullest skill that they were capable of in matters of certificate and in matters of arbitration. Coming to matters of arbitration, he must admit that he looked upon dividing the difference between two disputed accounts as the most ignominious thing that anyone could be driven to. He was driven to it sometimes—not on principle, but as a matter of practice; but he found that there were comparatively few cases where one was able to take absolutely one side—absolutely to agree with the arguments and the facts adduced by one or the other side. He had great pleasure in agreeing with what had fallen from Mr. Hall on the subject of the final certificate. He believed that as a matter of fact the final certificate was very seldom given. He had also great pleasure in agreeing with him (and he might say that he always pressed the argument in favour of this course), that during the course of the contract the architect should have certain powers. As regarded materials, as regarded the mode of working, the order in which the works were to be carried out, and a variety of other matters during the progress of the works, he should have power to decide what should be done. All those matters must be the subject of arbitration if there were disputes, if there were one side or the other which had not acted perfectly straightforwardly and fairly. In the Conditions of Contract which he had himself used—he could hardly say "used," but he had written them out for architects, and they had been used by architects to a very large extent—it had been most fully stated that during the progress of the works the architect should have certain powers. But his mode of expressing the occurrence of the arbitration was, that if, after the works were completed, or were alleged by the contractor to be completed, disputes arose, then the matter should be referred to arbitration. That introduced the very important question whether the arbitrator was to be brought in in the earlier stages of the work. Almost the only arbitration in which he had had to appear and take a part was one which was absolutely necessary, and it was in the early stages of the work. When the work was about half or five-eighths through, questions arose as to certificates which were most difficult to settle; the certificate to be granted, the amount reserved, the value of the works executed, or unfinished, the materials, and all the rest of it. Those, when the building was from half to two-thirds completed, were exceedingly difficult questions; and, in the particular instance he alluded to, had the builder taken advantage of the award, and made use of the knowledge which he gained from that award in the middle of the works, he would have been

saved some of the consequences of bankruptcy, and the work would have been completed much sooner. That was an instance in which, in a building of a large size, it was necessary that there should be an opportunity of having an arbitration in the course of the works. As the learned lecturer had said, it was of great importance, in getting a contract made up, in settling the matters, and getting the work done, that the architect should have strong powers in order to complete the works. After they were completed, if it was thought worth while, subject to the expense, which was just as likely to fall on the builder as it was on the employer, then the arbitration must come, and it must be full. He should be very glad if they all took note of the importance of the objections which had been drawn to each of the courses of proceeding which were proposed in the ordinary building contract.

MR. C. H. BRODIE [*A.*] said that the architect had to appear in two relations to the contract. He was in a sense the servant of the employer, his client, inasmuch as he was employed to do a certain thing, namely, to prepare a design and to arrange for the execution of that design. But directly the contract was signed his capacity in that state ceased, because he then had simply to see a certain thing, which was definitely formulated, carried out; and he could not, if he were a just man, be any longer the servant of the employer, because the employer, as they knew, was just as likely as the builder to wish to be unfair; and that was very often overlooked. Why their legal friends seemed so fond of the phrase about the architect being the servant of the employer he did not know, and it did not seem quite just. They were no more the servants of the employer than their legal friends were. They were professional advisers. A man could not design for himself, and when the design was made, he did not know how to set about carrying it out, and he went to the architect to advise him. As to the question of awards. There was another case in which members of the Institute were frequently called in to give an award. That was in the case of competitions; and he strongly endorsed Professor Kerr's opinion that they should not be afraid in giving their decision to give their reasons for it. They would then be able to show whether they knew anything about the class of building upon which they were adjudicating or whether they did not.

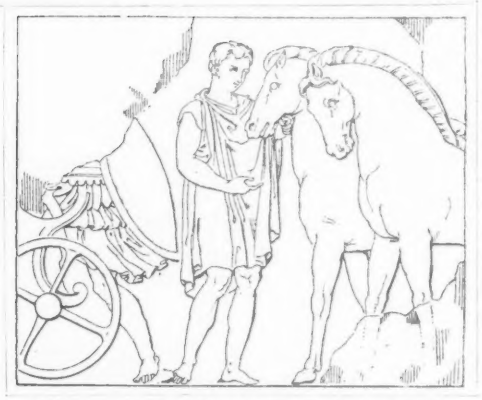
THE CHAIRMAN said he thought that in all Conditions of Contract the architect was always made absolute during the progress of the work in regard to the question of materials, and in regard to the manner in which the work was to be executed. If it were not so, he did not see how the work would ever get finished. Another point Mr. Strahan made in his Paper struck him as being a very valuable one, especially to young men. He said that the general experience had been that when a work of moderate size went to arbitration, it always resulted in the arbitration costing more than the work itself. If that were so, he certainly thought that young men who had moderate works would be wise in endeavouring, both on behalf of their employer and the builder and all concerned, to settle the matter in a fair and judicial spirit, and to avoid, as far as possible, all litigation.

MR. J. A. STRAHAN, M.A., LL.B., said that after the very interesting discussion there seemed but little left for him to reply to. He might say that every criticism, or practically every criticism made by one member present, was answered by the following speaker. For example, Professor Kerr instanced the practice under the Building Act as the perfect practice in the matter of deciding points in dispute under building contracts; but Mr. Hall pointed out conclusively that that was not a very judicious method. He (the speaker) adopted entirely what Mr. Hall had said upon that point. Again, with regard to Mr. Hall's criticism, he objected very strongly to certificates of completion, and said that in his opinion they never should be given by an architect. Well, as a matter of fact, he (the speaker) did not discuss the different kinds of final certificates—of course there were half a dozen different kinds; but, if he were to reply to Mr. Hall, he should certainly adopt what Mr. Woodward said. He said that, after all, there should be an end to the builder's liability some time or other, and that it seemed to him very unfair that the builder should be left for six years afterwards open to actions. At the same time, a certificate of completion did not necessarily mean that there should not be a period of maintenance afterwards; but he thought that that period of maintenance should be reasonable, and that the architect was shirking a most difficult and onerous part of his duties if, when he had the power to do so, he refused to give a certificate of completion of any kind. He thought he should give a reasonable period, according to the nature of the work—say, from six to twelve months; but it would be very unfair to leave the builder open to an action for negligence, which was easy to bring and hard to meet, for six years after the completion of the work. He might add, also—though he would not, of course, put his opinion against that of Lord Bowen and Mr. Justice Manisty—that, after all, the architect really took very little personal responsibility in granting a final certificate. He was liable only for negligence; and for any hidden defect which a competent man would not discover by a reasonable examination of the building he was not liable, although it might be subsequently discovered. For instance, if there was a settlement, he thought no Court would hold any architect liable for granting a certificate if the settlement took place four years afterwards, because that would not be proof of such negligence as any Court would hold the

architect responsible for. The architect in granting a certificate was only responsible for negligence, and the Courts were very reluctant indeed, in his experience, to hold the architect responsible for anything except what was an obvious neglect of duty upon his part; and if an architect granted a certificate carelessly, it was only reasonable that he should be held responsible for his act. With regard to what Professor Banister Fletcher had said, he would like to point out that his object had not been to argue out what the law should be, as the Professor appeared to think, but simply to explain what the law is. Now, for that state of the law lawyers were not principally responsible; they did not make the law. Apparently a good many laymen were under the contrary impression. Judges might, to a certain extent, make the law, but he had always been taught that the lawyer's function was merely to apply the law; and what he had done was to try and explain the law, and how lawyers applied it to architects. Professor Banister Fletcher had stated that an architect when he was deciding a point in dispute under a contract was not a judge in his own cause. Well, morally he might not be—he might be so high-minded that he did not consider his own interests; but lawyers were practical persons in that respect, and when they found that an architect's reputation depended upon his decision on a certain point they were inclined to think that he was a judge in his own cause. And they were supported in that view by Professor Kerr, who stated that he did not consider the architect a fair judge in such cases at all. Perhaps Professor Kerr was speaking from practical experience in such matters, while Professor Banister Fletcher was speaking from a much higher standpoint than mere experience. With regard to making the architect equally liable to employer and to contractor, perhaps that would be a desirable state of affairs. It was the position that the architect was in when he acted as arbitrator; but, for what appeared to be good reasons, the law had decided that the architect when he certified and was not an arbitrator—and that was one of the points that he had especially dwelt upon—but was the paid servant of the employer, and was liable as such. It might be desirable that the law should be changed on that point; but that was not the question before them. In reply to the last speaker, Mr. Brodie, he might say that when this law grew up, the profession of architect, he was afraid, was not very noticeably before the world. It applied to them not because they were architects or anything else; but on the broad general principles of contract. If they made a contract with any man, whether an architect, a solicitor, or anybody else, that man was liable to do his duty—to discharge it skilfully if he professed to be a skilled servant, and in any case to discharge it carefully. Now, whether the architect chose to regard himself in that light or not, the law undoubtedly did regard him as the paid servant of his employer, and it held him, as it held everyone else who was engaged and paid for his duties, responsible for want of skill and want of care. That was merely what he wanted to point out. Whether it would be desirable that the position of an architect when he was certifying should be made the same as when he was acting as arbitrator was quite another question. The law, as it stood at present, undoubtedly drew a very broad distinction between the position of an architect when he acted as a certifier, and his position when he acted as an arbitrator. He was merely the paid servant in the one case, liable for want of skill and care; in the other case he was a quasi-judge, and was liable only for fraud. Professor Banister Fletcher referred to arbitration during the course of the works, but he thought that what the Chairman had said disposed of that completely. He had always felt that, whatever rights they might give him at the conclusion of the work, it was absolutely necessary, in order to get the work carried out at all, to make the architect master of the situation until the work was completed. If he was not that—if he was not able to decide every point as it arose (subject, if necessary, to subsequent reconsideration of the points before an arbitrator)—they might at any time have their work stopped for three, four, or six months, with the result that the whole contract was thrown into inextricable confusion, and no one knew what his legal rights were at the end. He wished to thank the Meeting very sincerely for the way in which they had received his Paper, and for their criticisms, which would be of great use to him, coming as they did from practical men constantly dealing with such subjects.

MR. WILLIAM WOODWARD [*A.*] said that before Mr. Hall or Mr. Rickman left the room he should like to ask a question. Mr. Hall, referring to the desire in his mind that architects should relieve themselves of their legitimate responsibility, said that that had been *agreed to* by the Institute of Builders. Now, for six years he (Mr. Woodward) had called attention to the Conditions of Contract sanctioned by the Institute, and time after time he had said that no Condition should be agreed to with the Builders until it had been sent to every member of the Institute. He wanted to ask Mr. Hall and Mr. Rickman whether they had pledged the Institute in the slightest degree to the Conditions that they had been formulating for a period of six years.

MR. E. T. HALL [*F.*] said he could answer that very satisfactorily to Mr. Woodward. Of course they had not. The Builders had agreed that they should recommend that particular clause to the Institute for adoption.



9, Conduit Street, London, W., 31 *January* 1895.

## CHRONICLE.

### The Examinations for Candidature as Associate.

The next Examinations for admission to candidature are fixed in the following order:—A *Preliminary* Examination of gentlemen intending to follow the profession of Architecture will be held by the Institute and some of the Allied Societies on Tuesday the 19th and Wednesday the 20th March; an Examination (*Intermediate*) of Probationers R.I.B.A. will be held by the Institute on the same dates, and the oral portion of that Examination will be taken on the 21st March; an Examination (*Final*) of Students R.I.B.A. will commence on Friday, 29th March, and continue during the whole of the subsequent week. The "Testimonies of Study" required from Probationers who desire to be admitted to the *Intermediate* Examination must be sent in not later than the 16th prox., and Students who desire to be admitted to the *Final* Examination must send in their "Testimonies of Study" on or before the 23rd prox.

Architects in practice, not less than 25 years of age, and chief assistants over 30 years of age, who desire to be admitted to candidature as Associates (subject necessarily to Section 16 of the Charter) can be exempted by special resolution of the Council from passing the *Preliminary* and *Intermediate* Examinations and from submitting the "Testimonies of Study" required from Probationers and Students. When so exempted they will be admitted at once to the *Final* of the three Examinations abovementioned, a concession which will endure for a certain time. Such applicants, however, will be required to submit "Probationary Work"; and they will not be eligible for the Ashpitel Prize.

### The late W. G. Coward [*F.*] [p. 145].

The Council of the Institute of Architects of New South Wales have forwarded to Mrs. Coward a letter expressing their profound sorrow on the death of her husband, Mr. W. G. Coward, who was one of the victims of the late railway accident in the Colony. As stated in the obituary notice at p. 145, Mr. Coward was a Fellow, and, at the time of his unhappy death, a Member of Council of the Institute of New South Wales.

### The South African Association.

More than ordinary interest attaches to the record of the first two years' work of the South African Association of Engineers and Architects, which is to be read in the very creditable volume of *Proceedings* recently issued by that body, and a copy of which is in the Institute Library. The Association was started in June 1892, "for the "general advancement of engineering science and "architecture." The by-laws provide that members must be not less than twenty-five years of age, must have received a regular training as engineers or as architects, have subsequently practised as such for at least five years, and be actually engaged at the time of their application for election in some responsible work of engineering or architecture. To assist in carrying out the aims of the Association, as explained in the inaugural address of Mr. Hennen Jennings, its first President, endeavour was made to associate together the best talent throughout South Africa, recognising that a high degree of excellence in the two professions was frequently attained, not merely as the result of advanced scholastic tuition, but as the natural outcome of extensive practical experience coupled with natural talent. The Association is comfortably quartered at Johannesburg, in the Witwatersrand territory of South Africa, which may fairly claim to be the richest gold-producing region in the world.

Africa is proverbially the land of surprises, but perhaps nothing is more remarkable in the history of what till yesterday was known as the Dark Continent than the extraordinary rise and growth of the town of Johannesburg, which bids fair to become at no distant date one of the finest and foremost cities of the South African Republic. Eight years since, its site was nothing but open veldt and bleak plateau, situate some 5,600 feet above the level of the sea, the only habitations being a few miserable tents and shanties. The place was held in such light esteem that acres and acres might have been bought for a few span of oxen. In 1886 the rumoured existence of gold in the district proved so well founded that in September of that year *The Times* devoted a leading article to a description of the new Eldorado. The sequel is now ancient history. From a condition of abject poverty the country suddenly leapt into the possession of untold wealth. The value of the gold won from three mines alone in the immediate vicinity of Johannesburg—the Robinson, the Langlaate, and the Crown Reef—amounts, roughly,

to a million and a half sterling per annum; and the yield for the whole district for 1894 was estimated at over seven millions sterling. The existence of extensive seams of coal in the neighbourhood has of course facilitated enormously the development of the gold-mining industry. Unlike the beginnings of most settlements of such mushroom growth, whose early dwellers are content to run up for themselves houses of wood and corrugated iron, settlers in Johannesburg, confident in the prospect of a permanent industry, took pains to provide themselves at the outset with substantial, well-built houses, which are furnished with all the comforts incidental to well-to-do civilisation. Streets are being macadamised and lighted with gas and electricity, and tramways extend from one end of the town to the other—a distance of three miles. Shops, stocked with the most modern wares and latest fashions, compare favourably with any in the oldest cities of South Africa. There are fourteen or fifteen different suburbs, and numbers of rising townships, some connected with Johannesburg by railway. Six years ago hardly a tree was to be seen, but extensive plantations are now springing up in every direction, which promise in a few years to become valuable forests of timber for mining and other purposes.

In regard to the architectural outlook of the country, a very good idea may be formed from the admirable Address delivered by Mr. A. H. Reid [*F.*] when vacating the presidential chair of the Association last June. The difficulty has been for builders to keep pace with the demand for dwelling and other accommodation. The architect is handicapped in the matter of time; and though producing really creditable work, it plainly lacks the result of that placid thought which leisure and freedom from worry alone can provide. There were built in 1893 798 dwelling-houses, 24 business premises, 96 shops, 5 public halls, 81 stores, 1 school, 71 stables, 11 workshops, 3 churches, 4 magazines, amounting, with additions and alterations to other buildings, to over 1,200 works. To quote Mr. Reid:—

> The town is provided with suitable law courts, hospital, market, police, and gaol accommodation, and will shortly have new post and telegraph offices; but we still dream of a town-hall, public offices, fire-brigade station, public baths and washhouses, slaughter-houses, library, churches, schools, a proper water supply, drainage system, garbage destructors, improved town lighting, and last, but not least, a town clock!

The Papers read before the South African Association, and printed in the volume of *Proceedings* beforementioned, are of an eminently practical nature, dealing principally with engineering and mining matters. Mr. Reid, however, contributes an important architectural Paper on "Dangerous "Structures,"* and one giving a detailed description of Johannesburg Hospital, carried out by him for the local Hospital Board at a cost of £56,000. An interesting Paper on Domestic Architecture is by Mr. G. A. H. Dickson [*A.*], who was a pupil of the late George Edmund Street. The volume of *Proceedings* is edited by Mr. G. S. Burt Andrews, the Hon. Secretary, and he is to be congratulated upon having accomplished an arduous task with signal success. Mr. Charles Aburrow, Assoc.-M.Inst.C.E., is the new President of the Association.

* Journal, Vol. I. p. 77.

### A Teaching University for London.

On the 22nd inst. Lord Rosebery received at Downing Street three deputations, one in favour of, and two against, the Gresham Commission scheme for the establishment of a Teaching University for London. The first deputation, introduced by Professor Huxley, consisted, among others, of representatives of the Senate and the Annual Committee of Convocation, a committee of Graduates of the University, the principal London colleges, medical corporations and schools, and many important educational institutions. Professor Huxley said that the various bodies represented accepted, in principle, the recommendations of the Commission, and asked that they might be carried into effect with as little delay as possible. Two things were desired: first, the formation of a University for London, by the voluntary co-operation of the various institutions for learning, teaching, and examining which at present independently co-existed in London; secondly, the appointment of a statutory authority as the indispensable instrument for effecting the desired organisation. Several other members of the deputation spoke in support of these views. Lord Rosebery said he was not able at present to make any definite announcement as to the intentions of the Government. They attached, however, great importance to the report of the Commission, and the present time seemed a favourable opportunity, which ought not to be postponed, to appoint the Statutory Commission desired. The decision of the Government, he said, would be announced in a few days.

The two deputations subsequently received against the scheme opposed it on different grounds. Mr. Moulton, Q.C., in introducing one representing 900 graduates of London University, urged the desirability of doing nothing to weaken the position of the existing London University as a unique non-resident examining Board. Mr. Bompas, Q.C., as spokesman for this deputation, said that most of those whom he represented were strongly in favour of establishing a teaching University for London, and hoped a charter would be granted; but the Gresham scheme would be fatal to the interests of the present University. There were many members of Parliament who would not allow the University of London to be interfered with,

and they would strive by every lawful means and at every stage and in every way to prevent the destruction of that institution.

Dr. Collins presented the case of the second deputation, which represented the Gresham Scheme Amendment Committee. He asked for such substantial modifications of the scheme as would secure the impartial character of the examinations, and not give an advantage to the collegiate over the non-collegiate students. The proposed institution, if carried into effect, might be popular in London, but it would be intensely unpopular in the country at large.

Lord Rosebery, replying to Dr. Collins's deputation, said that there was nothing in the report of the Commissioners which prevented the Statutory Commission, should it ever exist, from founding an examination of a separate kind for those students who were not under the teaching University. He conceived the possibility of there being some such separate examination framed on the present system for external applicants for degrees to the University of London which should fully maintain, even if the new University did not itself maintain, the standard of examination on which so much value was set. With regard to Mr. Bompas's deputation, they based their objection on the essential incompatibility between a teaching and an examining university. That doctrine he could not accept. By obtaining some standard of examination which would not lower the standard as hitherto known, and which at the same time would provide a teaching university for London, the Government would be doing their best for London and the Empire. The convictions of the Government were in favour of the appointment of a Statutory Commission for framing such a scheme.

At a meeting of the Convocation of London University, held the same day, resolutions generally in favour of the scheme, but asking that power should be given to the Statutory Commission to vary the details, were carried by majorities of 31 and 29 out of 381 and 290 votes respectively.

### The Condition of London Railway Stations.

At the meeting of the London County Council on the 29th inst. the Highways Committee reported that, from the results of inspection of the various railway stations in the County of London, it appeared evident that many of them required considerable alteration to meet the requirements of the public. The Committee also expressed the opinion that the Council should have some efficient control over the construction and reconstruction of railway stations, with power to inspect existing stations, and that railway companies should be required to give proper facilities for such inspection. They thought that an effort should be made in the Session of 1896 to seek those powers, which could only be obtained by means of a public Bill. They recommended—

> That it be referred to the Parliamentary Committee to take the necessary measures for the introduction of a public Bill in the Session of 1896, for the following purposes:—(*a*) To give the Council, for the purpose of enabling it to make representations under the Railway and Canal Traffic Act 1888, power to inspect from time to time the stations of every railway company in the County of London; (*b*) to require each railway company, before constructing a new station or reconstructing or altering an existing station in the County of London, to submit plans of the proposed works to the Council for its approval; and (*c*) to prohibit the erection or alteration of any station otherwise than in accordance with plans approved by the Council.

Mr. Beresford Hope, in moving that the report be referred back to the committee, said that this was an indirect way of bringing railway stations under the control of the Building Act, which was absolutely unsuitable for buildings like the big termini in London. The recommendation of the committee, however, was ultimately adopted.

### Proposed Overhead Electric Tramways.

The Highways Committee at the same meeting reported that they had considered the application made by a company called the London United Tramways (Limited), which had acquired the undertaking of the West Metropolitan Tramways Company, for the Council's consent under the latter company's order of 1887 to the use of electricity by means of overhead wires as the motive power for working so much of the tramway in Uxbridge Road between Shepherd's Bush Green and Acton as was within the County of London. The system involved the placing in the centre of the thoroughfares of columns with brackets with bare copper wires stretched between them; and bearing in mind the very decided opinion expressed by the Council some time since against the proposal to adopt the road, the company was, the committee thought, not likely to find favour with the Council. Having regard to the policy which the Council had always adopted with respect to overhead wires, the committee thought it most unadvisable that it should consent to the adoption in any part of London of a system involving the use of overhead electric wires for working tramways. Should the Council consent to the adoption of such a system for tramway purpose there would probably arise immediately a demand on the part of electric lighting companies to be allowed to place their wires overhead also, especially as no reason could be alleged against the adoption of that course which would not apply with equal force to the tramway wires. They recommended against the request.

### The Prize Drawings at Allied Centres.

The following drawings, being a selection from those which gained the Prizes and Studentships

for the current year, are now being exhibited at Exeter :—

ROYAL INSTITUTE SILVER MEDAL (Drawings).

Mr. W. H. Ward [*A.*] (The Medal), Elevation of Gateway of St. John's College, Cambridge.
Mr. J. H. James (Medal of Merit), Elevations, &c., of Llandaff Cathedral.

SOANE MEDALLION (Design for a Picture Gallery).

Mr. H. S. East [*A.*] (The Medallion), First and Ground Floor Plans ; Elevations and Sections ; Detail, &c.
Mr. C. H. B. Quennell (Medal of Merit), Perspective View.
Mr. H. Jefferis [*A.*] (Medal of Merit), Perspective View.

TITE PRIZE (Design for a Lake Pavilion).

Mr. R. S. Balfour [*A.*] (The Prize), Perspective View.
Mr. B. F. Fletcher [*A.*] (Medal of Merit), Elevation.
Mr. W. T. Conner [*A.*] (Hon. Mention), Perspective View.
Mr. D. W. Kennedy [*A.*] (Hon. Mention), Perspective View.

PUGIN STUDENTSHIP.

Mr. A. J. Dunn (The Studentship), a selection of drawings, sketches, &c.
Mr. J. A. R. Inglis [*A.*] (Medal of Merit), ditto.
Mr. C. C. Brewer (Hon. Mention), ditto.

OWEN JONES STUDENTSHIP.

Mr. J. J. Joass (The Studentship), a selection of drawings, sketches, &c.

These drawings will, it is hoped, be in Bristol for exhibition during the week commencing 4th prox., arriving in Cardiff on the 11th, Birmingham on the 18th, and Leicester on the 25th prox. After that they will be on view at Sheffield, Manchester, York, and Leeds; and reach Newcastle on the 1st April, Dundee on the 8th, Glasgow on the 15th, Liverpool on the 22nd, and Nottingham on the 29th, of that month.

### Pierre Manguin, 1815–1869.

*La Construction Moderne* of the 26th inst. has an article upon a charming house still standing in the Champs Élysées, and a reference therein to the Pompeian Villa of the late Prince Napoleon—the work of M. Alfred Normand [*Hon. Corr. M.*]—which no longer graces the Avenue Montaigne. The first, known as the Hôtel de Mme. de Paiva—was it not known also as the Hôtel des quatre nations?—is now in the hands of a "master of "the culinary art," who has made of it, so it is stated, an incomparable restaurant. All the world, therefore, may now dine and *déjeûner* beneath a roof which in Imperial days was permitted to harbour only a world of fashion. But the intention of "Un Architecte," in sending his contribution to what is now the principal professional journal of Paris, has not been to glorify the great Chief Cubat—"maître de l'art culinaire" as aforesaid—but to render tardy justice to the architect and decorator of a beautiful building, completed thirty years ago, and at that time a notable landmark in the most attractive part of the gay Capital. Now, indeed, the knowledge that a *bifteck à la Voltaire*, previously tempered, perhaps, by a soup *Royale* and followed by some delicate morsel on toast *à la République*, may be obtained for a few francs within the walls of Pierre Manguin's *chef-d'œuvre* will serve to keep his memory green, and tabulate, so to speak, a perennial record of his genius—even beyond the confines of Architecture and the arts. Manguin, says his French critic, gave himself up, in the full maturity of his talent, during five years, to this unique work, making it the type of a rich Parisian dwelling under the Second Empire. He died in 1869.

### Parenzo Cathedral and its Mosaics.

Cav. Giacomo Boni, whose elaborate monograph of Parenzo Cathedral was reviewed in the JOURNAL * on its appearance, has recently published a reply to an article by the Rev. Paolo Deperis defending the treatment of the mosaics at Parenzo Cathedral, which was so vigorously assailed by Cav. Boni as destructive of the authenticity as well as of the artistic value of these interesting remains of the sixth century.† "If," says Cav. Boni in a striking passage, "instead of "removing on cloth and re-arranging the figures "discovered on the face of the chancel arch ; if, "instead of calumniating the sixth-century artisans by a new gold background in which the "noble characteristics of the old work have been "replaced by something which appears to have "been done at so much a square yard ; if, instead "of mutilating the gold background of the "mosaics of the apse in order to replace such of "the ancient tessera as were displeasing to the "restorers, they had set out by respecting so "much of the old work as remains to us, the "church would have been the gainer, and I "should not have had occasion, when I found "myself on the scaffold, to express my regret, nor "the accomplished architect who accompanied "me, and who appeared grieved at what had "taken place, have had occasion to beg me not "to injure the mosaic-workers, who had promised "to do better in the future." It is to be remembered that this is not the criticism of a foreigner, or of a man unacquainted with the repair of mosaics, but of a Venetian who in many parts of Italy has given signal instances of his ability to deal with this description of decoration.

### Prices of Materials in 1775.

Mr. Thomas Harris [*F.*] has presented a little book, printed 120 years ago for I. Taylor, at the Bible and Crown, near Chancery Lane, Holborn, and entitled *The Builder's Price-Book, containing a correct list of the Prices allowed by the most eminent Surveyors in London, to the several artificers concerned in Building.* Those were days when the general contractor, as he is understood to-day, was unknown ; and when, therefore, archi-

* Vol. I. Third Series, p. 650.

† *Il Duomo di Parenzo ed i suoi mosaici. Estratto dall' Archivio Storico dell' Arte.* Anno vii. fasc. v. Rome 1894.

tects were in more direct communication with the workmen than they are at present. Not the least curious of the items which go to make up this little work is a list of books printed for and sold by I. Taylor. Among them are *The Practical Builder*, by W. Pain, architect and joiner; *A Book of Ornaments in the* Palmyrene *Taste*, by N. Wallis, architect; *The Modern Joiner* and *The Carpenter's Treasure*, two books by the same N. Wallis; and an essay entitled *Nature, Philosophy, and Art in Friendship*, demonstrating the necessity and practicability of building all manner of houses proof against fire and vermin, &c., by W. Cauty, cabinet-maker. These works are not in the Institute Library, and a copy of each, if still to be found, would be extremely welcome.

#### Additions to the Library.

*Essays on the Art of Pheidias*, by C. Waldstein [Cambridge University Press]; *Ancient Rome and its Neighbourhood*, by R. Burn [London: G. Bell & Sons]; *Architectural Perspective*, second edition, revised, with additional illustrations (explaining the whole course and operations of the draughtsman in drawing a large house in linear perspective, and illustrated by numerous progressive diagrams, bird's-eye and other views of a house, views of interiors, &c.), by F. O. Ferguson [London: Crosby, Lockwood & Son]; *Cusack's Model Drawing*, a text-book for elementary art students, by Charles Armstrong [City of London Book Depôt]; and *Cusack's Shading*, also a text-book for elementary art students, by Charles Armstrong [City of London Book Depôt], have been received from the publishers. Mr. J. Starkie Gardner has presented his *Ironwork to the End of the Mediæval Period*, with fifty-seven illustrations [London: Chapman & Hall]. The Borough Surveyor of Stockport (Mr. John Atkinson) has forwarded his *Fourth Annual Report of the Borough of Stockport*. Three parts of the publication of the *Association pour la Restauration de Saint-Pierre*, Geneva Cathedral, have been received from M. Viollier.

The *Memoirs and Proceedings* of the Manchester Literary and Philosophical Society (vol. ix. No. 1); *Transactions* of the Essex Archæological Society (vol. v. part ii.); *Journal* of the Sanitary Institute (vol. xv. part iv.), containing Papers and Discussions in Section II.—Engineering and Architecture—of the Sanitary Congress held at Liverpool last year; and the *Transactions* of the Surveyors' Institution (vol. xxvii. part iv.) have been received from their respective Societies.

The *Progress Report* of the Archæological Survey of Western India for the months May 1893 to April 1894 has been received from the Superintendent of the Survey.

The following pamphlets have been received from their respective authors: *St. Paul's Cathedral*: How it is being and how it might be adorned, by Wm. Woodward [*A.*]; *St. Mary's Church, Hitchin*, by W. Millard [*A.*]; and *The Hastings Water Supply*, by Thomas Elworthy [*F.*].

## REVIEWS. XX.

(59.)

### CLASSICAL ANTIQUITIES.

*A Dictionary of Classical Antiquities, Mythology, Religion, Literature, and Art. From the German of Dr. Oskar Seyffert. Revised and edited, with additions, by Henry Nettleship, M.A., and J. E. Sandys, Litt.D. With more than 450 illustrations. Third edition. Large 8o. Lond.* 1895. *Price* 10s. 6d. *Presentation copies, 4o.* 21s. [*Messrs. Swan Sonnenschein & Co., 6 White Hart Street, Paternoster Square, London; Messrs. Macmillan & Co., New York.*]

This book owes much to its English editors, not only for the numerous additions they have inserted within brackets, but specially for the new articles contributed by Dr. Sandys, such as that on the Greek vases. If so wide a subject as that of the Greek vases must be confined to a few pages, one could not wish the work better done. He is less successful in his "Toreutic art." The different periods are too much mixed up; nor are the references always correct. The Castellani cista on p. 646 is not in the British Museum as stated, but in the Museum of the Conservatori on the Capitol in Rome. A re-arrangement of the Bronze Room in the British Museum took place several years ago, but Dr. Sandys sticks to the old order. His "Olympieum" is an admirable summary and statement of the case. His additions to "Theatre" set a vexed question in its newest light. From inscriptions found within recent years he adds the latest information concerning the Edict of Diocletian and Greek Music. "Mosaics" is also a new article by him, but the size of the illustrations has left a quite inadequate space for the text.

As the briefest possible statements on subjects of wide importance, these additions of Dr. Sandys deserve recognition; but they are few in comparison with the large number of articles in this volume, which are about as bad as they could well be. The article on "Gems" is allowed a page and a half of fairly large print, and of this at least a third is occupied by illustrations. How is it possible to give any idea of such a subject in that space? A gem engraver should not be called a "jeweller," nor intaglios "cut" stones. "Archi-" "tecture," including several large illustrations, extends to nine and a half pages, supplemented by about two and a half pages under "House." That is far too small a space. On p. 57 we are told that the Doric column was "surrounded with "semicircular flutings meeting each other at a "sharp angle. These were chiselled with a cedar-" wood tool after the separate drums had been put "together." The effect, if any, which a cedar-wood tool would make on marble could hardly be

called "chiselling." The column of Trajan rises on a quadrangular base, not on a "pediment," this latter word being reserved for a different purpose in architecture. On p. 52 the reference to the temples of Athene at Priene and of Apollo at Miletus read as if these places were in the Greek islands instead of on the mainland of Asia Minor. The description of the Ionic Order is very unsatisfactory, though not all so bad as the last sentence, which runs: "Finally, the cornice is composed of "different parts."

"Sculpture," on the whole, fares somewhat better, and if this is due to the careful revision of Dr. Sandys we must thank him for it. All the same, the space is absurdly inadequate. Why shorten it by introducing, as an illustration of colouring statues, the well-known cut of a Pompeian fresco, where we see a girl copying a marble Term of Bacchus on a panel which rests at her feet? There is not the smallest reason for supposing that she is "engaged in embellishing with paint a terminal "statue of Hermes." For one thing, it is a Bacchus, easily recognisable by the cantharus in his right hand. We are told: "The ori-"ginal sketch in colours lies on the ground, "and she is pausing to examine her work, which "is also watched with interest by two bystanders." But this is pure imagination. She is simply painting a copy of the sculpture. But what shall we say when we are shown a figure of the famous Theseus of the Parthenon (p. 565, fig. 7), and are told that it is from the *west* pediment, and is "also identified as either an Athenian river god "(Ilissus or Cephisus) or Olympus"? That is a jumble between the Theseus of the east pediment and the equally famous Ilissus of the west pediment such as almost passes comprehension. On p. 566 "Bryacus" should read "Bryaxis."

A. S. MURRAY.

(60.)

## THOMAS AND PAUL SANDBY.

*Thomas and Paul Sandby, Royal Academicians. Some Account of their Lives and Works. By William Sandby.* 8o. *Lond.* 1892. *Price* 7*s.* 6*d.* [*Messrs. Seeley & Co., Limited, Essex Street, Strand, London.*]

It must be something like five-and-twenty years since Mr. Sandby published his standard work on the Royal Academy, in which the biographical notices of the members form so marked a feature. These, however, were necessarily so much condensed that a further recognition of the subjects of the present work by their descendant was only natural.

To have claimed anything like pre-eminence for either of the brothers would have been a mistake, and Mr. Sandby has had the good sense to avoid it; but both careers are interesting, not only in themselves, but also as bearing witness once more to the surprising results which our ancestors were able to obtain by means which a properly drilled and educated generation must regard as quite illegitimate. Where did Vanbrugh pick up his architectural knowledge? is a question which has been often put and as often left unanswered; and, as we follow Thomas Sandby's early days, when he accompanied the Duke of Cumberland as "private "secretary and draughtsman" through his Flemish and Scotch campaigns, we find ourselves confronted with a similar difficulty.

Born in 1721, Thomas, who, on his own showing, was quite untaught, seems to have devoted his early years after leaving school to making quasi architectural sketches of the neighbourhood of Nottingham, his native town; but in 1741, accompanied by his brother, who was four or five years his junior, he moved up to London, where both of them found employment in the old "Map" or "Survey" Office. This was followed in the case of Thomas by the secretaryship already referred to, while Paul, who was then just twenty, was employed after the suppression of the '45 rebellion to assist in the military survey of the new line of road to Fort George.

After Culloden, of which, in humble anticipation of the modern war correspondent, he made a sketch, Thomas Sandby followed his patron to the Continent, and remained there till the Peace of Aix-la-Chapelle in 1748. His work during these stirring years consisted mainly of general views of town and country, as well as of encampments, fortifications, floating bridges, and the furniture of military architecture at large.

Paul meanwhile had been appointed draughtsman to the Survey of the Highlands, and up to 1751 was continuously employed. A large number of sketches, landscape and figure, attest to his industry during this period, but his training, no less than that of his brother, was of that very general kind which needs a large admixture of native talent, intellectual pepsine, so to speak, to ensure its assimilation.

When the Duke of Cumberland succeeded to the Rangership of Windsor Park in 1746, Thomas Sandby stepped into the post of Deputy almost as a matter of course; and, from landscape gardening, which included among other things the laying out of Virginia Water, the designing of the ruined temples, and so forth, passed almost at once to his first genuinely architectural work in the rebuilding of the Great Lodge.

A comfortable practice was now assured, and when, in December 1768, the "Royal Academy of "Arts in London" was founded, he and his brother figured among the forty original members. Two years later also he received the first appointment to the Chair of Architecture, from which he delivered a series of lectures, which, besides evidencing care and thoroughness, were agreeably diversified by fragments of original verse.

Capable rather than brilliant, a friend rather than a comrade, Thomas suffers by contrast with the engaging personality of the younger man.

In Paul the more solid qualities of the elder were allied to a versatility of talent and a sunniness of disposition, which the dusts of a century have not obscured.

That so kindly a man should have been the predecessor, if not the master, of Gillray in the field of caricature is perhaps odd, but then he was something of a partisan, and his duel to the pencil point with Hogarth ended abruptly when the latter exhibited his "Mariage à la Mode." "Such a "man," observed his generous antagonist, "should "not be made the subject of ridicule or burlesque," and thereupon he withdrew from circulation all the prints of his caricatures. This is a characteristic touch.

But his chief title to fame is his water-colour work. Here he was a veritable pioneer, and the gratitude of nations is his due as having done something towards forming Turner. His activities were multifarious—oils, water-colours, aquatint engraving; and in every case he experimented with all the hardihood of his President, and with fewer calamities. The portraits of the brothers in this volume bear every mark of being true to life; at least they are typical of their characters, more so, perhaps, than their heads as they appear in Zoffany's picture of the "Life School at the Royal "Academy," hanging at this moment in the large room at Burlington House.

This little book makes no pretensions. It does not take a strictly biographical form, because the materials were insufficient, but it serves the pious purpose of its writer fully and satisfactorily.

Might I, in conclusion, call Mr. Sandby's attention to the dates on page 177? When James Smith wrote—

> My brother Jack was nine in May,
> And I was eight on New Year's Day!

the critics held up their hands aghast. What would have been their feelings in the present instance? ARTHUR EDMUND STREET.

(61.)

## MURRAY'S HANDBOOK OF ROME.

*A Handbook of Rome and its Environs. Fifteenth Edition. Carefully revised on the spot. With more than Fifty Plans and Maps of the City and Environs. Classical Antiquities, edited by Prof. Rodolfo Lanciani, D.C.L. Univ. of Oxford. Sculpture Galleries, edited by A. S. Murray, LL.D., D.C.L., Keeper of Greek and Roman Antiquities in the British Museum. Picture Galleries, edited by the late Rt. Hon. Sir Austen Henry Layard, G.C.B., D.C.L., Trustee of the National Gallery, &c. Mediæval Antiquities, edited by the Rev. H. W. Pullen. General Editor, the Rev. H. W. Pullen. 8o. Lond.* 1894. *Price* 10s. [*Mr. John Murray, Albemarle Street, London.*]

The new edition of Murray's *Handbook of Rome* will be found a valuable companion to the ordinary traveller or student. It is a volume of 596 pages, but printed, as it is, on specially thin paper it is by no means bulky. A careful perusal of its contents proves it to contain what is most required of such a book, minute historical or technical information, of course, being outside its province. For the ordinary traveller, whose time is limited, it is of the utmost importance that he have what help is possible arranged in the most convenient form. In this latest edition of the *Handbook*, which is the outcome of all previous editions, and perhaps of other similar publications, we have an excellent cicerone, useful alike to the ignorant and to the enlightened traveller. It contains quotations from Professor Middleton's book upon Roman construction, and is revised by Professor Lanciani, Dr. A. S. Murray, the late Sir Henry Layard, and the Rev. Mr. Pullen.

Perhaps nowhere is a well-arranged guide more needed than in Rome, which, although it possesses magnificent examples of architecture, painting, and sculpture, contains thousands of worthless examples which have a reputation of their own in spite of their worthlessness. The student has rarely time enough to find out for himself what is best worth seeing, and if he has to see all the treasures of Rome in six weeks, or, worse still, in six days (and this is not a rare case), it behoves him not only to prepare himself before his visit, but when there to possess the very best guide-book obtainable. A large mass of important information is here collected and well arranged. The index, however, so important in such works, contains under letter L no mention of the Lateran, but we find it by turning to letter C under churches, and remembering that San Giovanni in Laterano is its correct name. Of course everyone who has travelled at all knows the Italian name of this church, and that St. Peter's is San Pietro in Vaticano; but since the work aims at being a popular guide, it might have been well to include such familiar English names as these, and even repeat them under their own letters. Experience proves that an index cannot be too ample. With the same consideration for the comfort and convenience of travellers, it would have saved disappointment to some if, under the description of San Lorenzo, when mentioning the cloisters, which are described as beautiful and very interesting, it were added that ladies can only visit them by a special *permesso* from the Pope.

The book appears to be carefully revised, and, in fact, is largely re-written, recent discoveries at the Pantheon being noted. It is only by frequent revision that a guide-book can remain of service, as all know who find that the numbers in a picture gallery have just been re-arranged (a frequent occurrence in Italy), or that recent excavations have upset former theories.

Some objects of minor interest have given place to more worthy topics in the new edition, and another important feature is the introduction of a glossary, which cannot but prove of value to the tourist who is not well acquainted with the arts

or church history. The architectural portion of it, however, is very scanty, and some of the meanings are ambiguous or incorrect. For example, "archi-"trave" is said to be "literally an arch-beam, *i.e.* a "beam fulfilling the purposes of an arch"—an imperfect derivation; and "entablature" is described as "a triple horizontal line above a row of "columns," &c. The glossary is scarcely worthy of the very excellent work to which it is attached.

ALFRED H. HART.

## NOTES, QUERIES, AND REPLIES.

### THE LOGIC OF LINES [p. 147].

**Meyer's "Handbook of Ornament": English Translation revised by Mr. Stannus.**

An unfortunate mistake occurred in the Review, printed at p. 147, of *A Handbook of Ornament* by Franz Sales Meyer, an English translation of which was published by Mr. Batsford in 1893, and a second edition of which translation, revised by Mr. H. Stannus [*F.*], was issued by the same publisher last year. The reviewer, who possessed the first English edition and knew it well, was unaware that the copy presented to the Institute was a second and revised edition; while the Editor of the JOURNAL believed that the reviewer's copy was of the same edition as that in the Editor's hands. Hence the discrepancy between the review by Mr. Paul Waterhouse of the *first* edition of Herr Meyer's book and the descriptive title of the *second* edition which headed it, and which was inserted independently of the reviewer. The matter, perhaps, will be more clearly understood by a perusal of the following communications:—

From HUGH STANNUS [*F.*]—

I have read the notice of what is stated to be the second edition of Meyer's *Handbook of Ornament*. Everything that Mr. Paul Waterhouse writes is interesting; and, if it had been given on the work he mentions, his criticism would have been useful. His remarks, however—so far as they have any reference to Herr Meyer's book—are based on the *first* edition (which was translated in Germany), and not on my revision. This may be seen from the Terms, with which he finds fault, which were all, *without exception*, corrected by me in the second (revised) edition with my name, the title of which was placed at the commencement of his article.

From PAUL WATERHOUSE [*A.*], M.A.Oxon.—

Since writing the review of Meyer's *Handbook of Ornament* which was printed in the JOURNAL of the 3rd Jan., my attention has been drawn to the fact that the copy from which I wrote the review was an impression of the first English edition, and that my remarks were therefore in a great measure inapplicable to the volume set forth in the title at the head of my review. I should be glad to have this acknowledgment printed; first and especially because, in my ignorance of the new edition, I ignored also Mr. Stannus and his connection with the work; and secondly, because I find, on looking through the new issue of the work, that Mr. Stannus has himself observed and corrected those faults of nomenclature upon which I had laid my finger. In his own language he has undertaken "to revise the terminology," and the result is a clear gain in lucidity and in propriety of classification.

The new title of Division II., "Ornament applied "to Features," is certainly a great improvement, and removes the logical blemish implied in the previous heading.

May I be allowed, while offering Mr. Stannus my congratulations on his successful improvements, to tender him my personal apology for the inadvertence?

### THOMAS SANDBY, R.A.

**His Lectures on Architecture, 1770-1794.**

Among the curiosities of the Institute Library, and there are many, is the original MS. of six lectures delivered annually for a period of twenty-four years at the Royal Academy by Thomas Sandby, the first occupant of its Chair of Architecture. He was also one of the Academicians nominated by George III. in December 1768, on the 10th of which month had been founded the "Royal Academy of Arts in London, for the pur-"pose of cultivating and improving the Arts of "Painting, Sculpture, and Architecture." This was done in accordance with the terms of an "Instrument" prepared by Sir William Chambers and approved by the King, who wrote at the foot: "I approve of this plan; let it be put into execu-"tion." But Mr. William Sandby, a descendant of the Professor, and author of the work reviewed by Mr. A. E. Street [*F.*] [page 221], shall continue the tale in his own words:—

Besides the President and officers, there were to be certain professors, each to deliver six lectures annually (receiving thirty pounds a year), and to continue in office during the King's pleasure. Thomas Sandby was elected by ballot, when thirty members were present, to fill the Chair of Architecture, a post which he retained until his death. The six lectures were, as laid down in the Instrument, to be "calculated to form the taste of the students, and "instruct them in the laws and principles of composition, "to point out to them the beauties or faults of celebrated "productions, to fit them for an unprejudiced study of "books, and for a critical examination of structures."

In his first lecture, delivered on Monday, 8th October 1770, he gave a brief general history of the rise and progress of architecture, and enumerated its attendant sciences, together with instructions for their study and practice. In the second, he treated of the different Orders, and explained their component parts; next, he turned from the Grecian Orders to those extraneous modes of building adopted by other nations at different periods in India and China, and the mixed architecture of the fifteenth and sixteenth centuries. In the fifth and sixth lectures he referred to the modern uses of the art, offering suggestions as to

the choice of the situation in building both town and country houses, the precautions to be observed in laying the foundations, the distribution of plans, and the application of decorations, illustrating his suggestions by plans of Lord Burlington's house at Chiswick and of Holkham, and by others of his own design. In his last lecture he dwelt chiefly on the value of symmetry in a building—the succession and uniformity of parts—of character, or expression suited to its destination, and the qualities which are calculated to impress the mind with a sense of grandeur or infinity in large public buildings of great magnificence. The lecture was illustrated by some forty drawings of ancient and modern mansions, temples, theatres, and public buildings, and he introduced towards its close, when speaking of bridges, those designs for "a bridge of magni-"ficence" which attracted so much attention at the time for their novelty and beauty, but which, he stated, were "not made with any idea of being carried into execution, "having been composed expressly to illustrate his lecture."

He continued to deliver these lectures annually, varying and enlarging them from time to time as occasion required, and copiously illustrating them by his own drawings. They were never published, but the original manuscript was presented by John Britton, F.S.A., to the Library of the Royal Institute of British Architects.

John Britton, in his letter, dated 6th November 1849, to J. J. Scoles, then Hon. Secretary, states that he thinks the Sandby Lectures were given to him "by John Saunders, architect, more than "twenty years ago. . . . They are curious of (*sic*) "shewing the crude and illiterate manner of the "writer—I heard him lecture, as I did Edwards, "on Perspective." Accompanying Britton's letter is the following MS. account of the Professor's career:—

Mr. Thomas Sandby, the writer of the preceding lectures, was born in the year 1721, and received the rudiments of his education as an artist at the Drawing School in the Tower. He was afterwards private secretary and draughtsman to William, Duke of Cumberland, and in that capacity was present at the battle of Culloden, of which he made several plans. On his return to England, in 1746, His Royal Highness was appointed Ranger of Windsor Great Park, and nominated Mr. Thomas Sandby to the office of Deputy Ranger, an appointment which he held for upwards of fifty-two years. In 1768, on the institution of the Royal Academy, he was elected one of the first members, and also Professor of Architecture, the duties of which office he continued to discharge till his death in 1798.

He exhibited some few of his drawings at the Royal Academy, but was principally occupied as architect to the Woods and Forests, in planning the works undertaken by George the Third at Windsor. His designs for the construction of the Virginia Water were much more extensive and elaborate than those carried into execution. He published a series of eight views of the alterations actually made, which were dedicated to the Duke of Cumberland—also six views in London, and some others. He was the architect of Freemasons' Hall in Lincoln's Inn Fields and several noblemen's mansions, but can scarcely be said to have entered actively into the common duties of his profession, having lived a quiet and retired life at his lodge at Windsor, where he was greatly beloved by the inhabitants, and much noticed by the King.

Perhaps a quotation or two from the peroration of Thomas Sandby's six quarter-of-a-century lectures may not be uninteresting even at the present time, especially as the opinion and advice tendered emanate from one whom a famous antiquary who sat at his feet has dubbed "illiterate." Take the following, for instance:—Nature must give genius. She must give a clear and strong judgment; a fertile, expanded, and inventive imagination. She must give the elements of an accurate, delicate, and manly taste. But all these natural endowments must be improved; they must be brought to maturity, to their utmost energy and splendour, by our unremitting attention and indefatigable exertion. . . . Proficiency in any art is not to be obtained, or expected, from the hand of indolence; nor can it be intuitively acquired. Yet we sometimes meet with those who have the vanity to think that they are to shine by inspiration!

Here, indeed, is a refutation anticipated of the almost classical utterance of a great Cook—*On nait rôtisseur*. According to the dictum of Thomas Sandby, pronounced a hundred years ago, it is not enough to be born an artist. That is an undoubted advantage to its owner or inheritor, but one likely to be of little use to him without hard study and diligent application, carefully tested by progressive examination.

---

**French Architectural Education** [p. 185].

From EDWARD FALKENER—

I have read the account of M. Chedanne's drawings in the JOURNAL with the greatest interest, and I confess with considerable astonishment. It is no wonder, indeed, that the French possess such architects when one reads afterwards the article on French architectural education; for this explains how they produce not only M. Chedanne, but a host of other men equally skilful. Indeed, the account of their scientific and practical education fills me with greater wonder than the evidences of it which are shown by the skill and labour of one of their artists. Here we see cause and effect. What a difference it would have made had an architect of such training been sent out to Halicarnassus, Xanthus, the Temple of Diana at Ephesus, and other places! But we are fortunate in having had a Penrose for Athens. Something might be done, perhaps, by the Institute consulting with the Royal Academy on the subject. I received the gold medal myself for a *plan*, but I got no training as an architect.

**South Shields and the Roman Wall.**

From JOSEPH OSWALD [*F.*]—

May I point out an error in the Note by Mr. Wm. Simpson on "The Classical Influence in the "Architecture of the Indus Region," on p. 190 of the JOURNAL? The title under the illustration bears the misleading statement that South Shields is on the line of the Roman wall. South Shields is situated on the coast at the mouth of the Tyne and on the south side of the river. The Roman wall is on the north side of the river, and its eastern end is at Wallsend, four to five miles inland.

## MINUTES. VII.

At the Seventh General Meeting (Ordinary) of the Session, held on Monday, 28th January 1895, at 8 p.m., Mr. Aston Webb, F.S.A., *Vice-President*, in the Chair, with 18 Fellows (including 7 members of the Council), 15 Associates (including 1 member of the Council), and 8 visitors, the Minutes of the Meeting held 14th January 1895 [p. 192] were taken as read and signed as correct.

The Secretary announced the decease of Edward Graham Paley, of Lancaster, *Fellow*.

The Chairman announced that, by a resolution of the Council passed on the 14th inst., William Edward Jones, *Fellow*, of Liverpool Chambers, Corn Street, Bristol, was expelled from membership of the Institute.

A Paper by Mr. J. A. Strahan, M.A., LL.B., Barrister-at-Law, entitled THE LEGAL POSITION OF ARCHITECTS IN RELATION TO CERTIFICATES AND AWARDS, having been read by the Author and discussed, a Vote of Thanks was passed to him by acclamation; and the Meeting separated at 10 p.m.

## PROCEEDINGS OF ALLIED SOCIETIES.

### BIRMINGHAM.

### Architectural Education. By Edward R. Taylor, Head Master of the Birmingham Municipal School of Art.

Read before the Birmingham Architectural Association, 11th Jan. 1895.

As bearing somewhat on the subject I have been asked to introduce, I would first refer to two or three points in Mr. Henman's Presidential Address [p. 34]. He has suggested a means for the art education of our citizens which it would be wise to adopt in the future—whether the near or distant future depends on the present generation of architects; but not at present, as the "style of the "period" does not as yet appear with sufficient clearness and distinctness in English architecture, though I venture to think there are signs of this desirable evolution in some American architecture. When this "style of the period" has been evolved, our students would receive a most valuable course of lessons by being conducted over the city on each occasion by "a man of taste" (another name, of course, for an architect), "and taught to appreciate the "good in architecture." At present I am afraid that these lessons by different men of taste would not be harmonised even by a concordance, and that they might be agreed in their verdict as to two buildings only—the old and new Post Offices. It is proposed to substitute these most agreeable out-of-door lessons for others which are already ancient history. Time was when any dirty, unventilated rooms were considered good enough for a school of art, and when art studies were too formal and mechanical; and pride in the means was substituted for the end, just as architectural drawings often take the place of architecture. But these times have long passed away; and, further, "the puerile productions" which, by the cruel kindness of the directors of our picture exhibitions, are allowed to be displayed are mostly the work of those who are too weak to endure the discipline of an art training, and seek a royal road, instead of being the productions of schools of art.

The work and thought given by architects in successful practice to this and similar Associations throughout the country are most convincing proofs of the disinterested desire on their part to further the education of the young architect, and, by giving to him advantages they did not possess, thus raise the status of their craft. Such efforts should meet with unanimous response. The recognition of these advantages has of late increased largely, but is still not universal, and it has occurred to me, looking as an outsider, or rather privileged honorary member only of this Association, that possibly some little things may be in the way. A small stone may stop powerful and well-designed machinery. That the recent discussion "Is Architecture "an Art or a Profession?" should have been possible shows that there are even larger impediments in the way of unity of purpose and aim. Our President disposes of this discussion by saying that "to some it is an art; to others it is "a profession." With all humility I cannot accept this. Architecture to be a profession must be an art—nay, more, an art craft. Some have tried dividing the architect by means of a joint partnership in which one is the professor doing the planning, and the other is the artist doing the elevation. King Solomon did not purpose to divide the child between the two women who each claimed to be its mother; and you cannot so divide your work except by killing the architecture. The mind which conceives the planning must design the elevation. He may be helped as to what is to be provided for in the planning by a specialist and others, but the evolution of the design cannot be divided. Architects have to grapple with another separation question, which will task all their powers, namely, iron interiors and stone or brick fronts.

If in dealing with the training of an architect—a subject selected for me by your Honorary Secretary—I am too dogmatic and inquisitive, I must plead that, while accepting an ideal pupilage as the best system of training, if the actual falls far short of the ideal it endangers its continuance. First, as to the admission to pupilage. The candidate, as defined by The Royal Institute of British Architects, should possess good powers of observation, facility of composition, lucidity in the expression of ideas, a knowledge of arithmetic, algebra and Euclid, and their application to mechanics and physics; be conversant with the geography of Europe and the history of England, including its architecture; have a knowledge of French, geometry, and perspective, and be able to draw with rapidity and precision from the cast (of ornament, I presume) and the antique, and to sketch rapidly. All this is the *minimum* qualification; and "proficiency should be attained by the "applicant before entering an architect's office." All this I am quoting. In other words, the architect is required to see that the intending pupil has good general capacity, and some special training, before he is bound to his master's service and the premium paid. Is this standard required generally? If not, a danger to the profession is created and a cruelty is inflicted, for many enter who can never hope to grasp its work, who find after a little time that the struggle is hopeless to them, and to whom striving then becomes impossible. Their life's prospects are blighted, or they become charlatans. Such cases are most melancholy, for one feels that if they had been honestly dealt with, they might have succeeded in a less exacting profession or occupation. To raise the quality of the material is surely an effort worthy the attention of your Society, for these cases are numerous.

The training received in the office during pupilage appears to be most unequal. We know how religiously this duty is performed by some, extending, as we think it should, to the supervision of the studies which have to be undertaken out of office hours; but many pupils are not so fortunate. Years ago it was the custom, and it may still survive in a few instances, for the pupil to live with his master, the latter taking the parent's place for the time; and this seems the ideal condition. The apprentice system can be made most full and complete in an architect's office, if anywhere, for it is not hindered by the minute subdivision of labour which too generally prevails. I have known a pupil in an important office who has been mainly employed in tracing and taking out quantities, and who, at the end of his apprenticeship, had not the slightest knowledge of geometry or perspective, could not draw as well as the average child of twelve years of age, and as to design or an acquaintance with historic styles, his mind was a perfect blank. Nor was this for lack of natural ability. This is an extreme case; but there are too many cases in which pupils are not, in the words of their indenture, "instructed in the art, business, or profession of an archi- "tect by the best means in their power" by the principals. I venture to think that every opportunity should be given, as return for the premium and free service, for learning all that can be taught in the office; and, further, that the principal is responsible to the guardian for the pupil's due progress in that far too large group of studies which have to be pursued out of office hours. The Examinations of the Institute are declared to be the minimum qualification for an architect, and the principal, equally with the pupil, should feel himself responsible that this standard should be more generally reached.

This Association is nobly doing all it can; but this should not lessen the individual responsibility of every architect who takes pupils. Touching this point, I venture to think that too much importance is attached to the making of architectural drawings, and even of picturesque sketches—the former with marvellous mechanical skill, and the latter possessing little more than clever, but almost useless, sketchiness; and that in attaining this kind of proficiency, and especially this mechanical skill, is occupied the time which should be devoted to more educational work. These things are only the means to the end—the making of architecture; but they are too often elevated to the end; and the doing of them is made the main craft taught to the pupil.

In common with most other professions, much difficulty is experienced by the young architect in making his powers known to clients and to the older members of the profession. I should have thought that some use would have been made of the exhibitions of the Royal Birmingham Society of Artists—not for the display of designs for cathedrals or municipal halls, for ever, perhaps, to remain as dreams, nor even principally of designs for buildings, but of designs for those minor subjects, the enrichments of architecture, the study of which, according to THE R.I.B.A. KALENDAR, should precede the designing of buildings. The improvements of late years in the arts allied to, or rather dependent upon, architecture have been largely effected by architects, who have thus shown to the pupil the nature and standard of this work, and the possibilities of individual personal style. Are we to conclude that the architect's pupil practises none of these things—has nothing to show?

An alternative method for securing this publicity was explained in one Presidential Address, a large portion being occupied by advocating the cultivation of the Mammon of unrighteousness, the nursing of social influence so as to secure the work dispensed, considerations of fitness taking, at least, a second place. Merchants and manufacturers have been known to whisper that it is best to tender for Government contracts on gilt-edged paper; a certain class of portrait painters have, I am told, to adopt measures most repugnant to secure commissions, and some portrait sculptors have to sink lower still; but it is left to architects to raise these things to an art by openly advocating their necessity.

Since last I had the honour of addressing you, the Examinations of the Institute have been made more thorough and comprehensive; and, as they are now graded into Preliminary, Intermediate, and Final, covering the whole of the student's career, they more than ever shape his studies, and *practically limit them.* If, therefore, any essentials are not included in these examinations, they will generally be neglected by the student for want of time, or because they are considered unimportant.

1. The Preliminary Examination is in too many cases allowed to be omitted. 2. There is no examination in the drawing or modelling from nature of plants animals, or the human figure. Thus the only inspiration at first hand for all design, as shown in the history of all ages, is neglected. 3. The examination in design only appears in the Final, when the student has passed through his pupilage; and this consists of one design for a building. The effect of this omission of any examination in real art study, and of any in design during his pupilage, is that the student neglects these primary essentials, and fails to gain the power to gather materials, and to develop his faculty of assimilation. He suddenly, and without any real preparation, begins to design buildings which can, therefore, only be the second-hand serving up of old styles, and on which he is powerless to impress the individual art expression and unity necessary to make his buildings architecture. These things are of the spirit; all the rest is as the grammar. The learning of the grammar, also, is made almost, if not quite, impossible through lack of these primary studies. Great importance is rightly given to the study of historic style, especially so when the knowledge can be acquired by means of the incisive teaching of Mr. Bidlake in his lectures at the School of Art, and also by careful (not sketchy) drawing directly from architectural examples; but I venture to think that these lectures and studies are wasted, so far as concerns their special use in architecture, unless these primary powers are in a healthy state of development; for otherwise there is no common language between you and your teacher. When he is describing unity, proportion, and beauty of line, mass, and colour in his lectures on composition, the sound *only* reaches you, but his meaning is not felt; and, for the same reason, when he is describing the beauty of old work, its fitness, its growth, its harmony, and the quiet play of human fancy, all these are hidden from you, and his labour is in vain. Even to see men as trees walking, you must retrace your steps, and learn to see and express the beauty of simpler forms before you can grasp the more complex beauties which go to make architecture.

In my early experience of architectural pupils, they were the best types of art students. Beginning with these essentials in their first years, they continued adding to their strength. Too often now the architectural pupil never comes from behind the armour of his T-square, set square and large drawing-board; and it was much worse a few years ago. When last I had the honour of addressing you, an improvement was perceptible; but, still, most of the pupils remained outside the pale of the real work of the school, and were mere engineers' draughtsmen without the practical insight of the engineer. At the present time a fair number, especially among the younger pupils, thanks largely to the co-operation of your Society, are taking seriously to the school curriculum, and are learning the elements of drawing and design (including modelling), so that they may be prepared to understand and benefit by Mr. Bidlake's lectures and practice. But these are still in the minority of articled pupils.

I have brought some examples of one portion of this

elementary work. They are exercises in design on a given theme, the subject being announced and each design completed within two hours. Some are by very elementary students, who lack much of the technical training possessed by most of our architectural students, but who are attending a course of lectures on the elements of design common to all art, before taking up each one his own speciality.

In conclusion, I would ask, on behalf of the pupils, that some approximation be made to the minimum standard fixed by the Institute for the admission of articled pupils, and that a small portion of each week in office hours be devoted to elementary art studies either in the School of Art or in the office; while from the pupils I would ask that they satisfy their conscience that no week passes without the adding to their grasp of these primary essentials. This Association might perhaps also consider the question of the inclusion of these subjects in the Examinations of the Institute.

## The Preparation of Drawings for the R.I.B A. Prizes and Studentships. By Horace R. Appelbee.

Read before the Birmingham Architectural Association, 25th Jan. 1895.

The object of this Paper to-night is to call your attention to the very valuable series of prizes offered every year by the Institute, consisting of a number of gold and silver medals and certificates and over £300 in money, most of this latter, however, being in the form of Travelling Studentships; and, further, to try and give some idea of the kind and amount of work that is required from competitors in order to ensure success. The prizes that may be looked forward to year after year are eight in number, and more are sometimes added. Two, the Soane Medallion and Tite Prize, are for designs, the subjects being fixed by the Institute. These two, perhaps, draw the bulk of the competitors. Two others, The Measured Drawings Medal and the Pugin Travelling Studentship, are to encourage the careful study of old work. Another, the Godwin Bursary, is to promote the study of modern work abroad. Those much interested in the study of ornament and colour decoration (and who is not?) should enter for the Owen Jones Studentship, while the Grissell Gold Medal is given to encourage the study of construction. Last, but by no means least, the Institute gives a silver medal and 25 guineas for an essay on a specified subject, and thus encourages those of a literary turn.

All these medals and certificates are accompanied by sums of money, varying from Ten Guineas with the silver medal for measured drawings, to £100 (subject to the conditions of travel) with the Soane Medallion.

Every architectural student should, sooner or later, enter for one or more of these competitions. Everyone has a chance, often better than he supposes. The provincial man has quite as good a chance as the Londoner. For instance, in London the Royal Academy draws many of the clever men, whose time there is so taken up in competing for the splendid prizes offered that they have not time to enter for these as well. This, of course, gives to the others more chance. Even if not successful, the information gained during the preparation of the drawings, if they have been thoroughly well done, is ample reward for the trouble taken. This is not said because it is a proper and encouraging remark to make, but because I am convinced of its truth from my own personal experience. I have several times entered the competitions, and always unsuccessfully; yet I can assure you I regard the time spent on them as of the greatest possible benefit. On each of these occasions there was much information to be looked up with regard to the requirements and best form of plan for the particular building, and specimens of the style of architecture selected to be studied, either from books or from actual examples.

It may be interesting if I relate how a friend of mine set to work to prepare a set of drawings for the Soane. The subject was a "Gentleman's Country House." First, he studied various authorities on house planning, a subject on which, of course, he had some knowledge, but on which he discovered he had still much to learn. Then the general character of the house began to force itself on his mind. Was it to be picturesqueness pure and simple—such as might be obtained by varied outline, stone mullioned windows, timber framing, or the like—or the heavy Georgian work with its great classic columns two or three storeys high? Even more, he wanted the house to express itself as essentially modern—plate-glass and sash windows, and all the other conveniences modern ingenuity has devised. The style of Francis the First of France suggested itself as a good basis to work on—not to be slavishly followed, but as a basis of modern work. The detail is rich and refined, the outline picturesque, with its big steep roofs, and yet a certain amount of symmetrical planning was required, in the main part at all events, which gave the whole the dignity that was wanted.

In order to study the style better our friend spent his summer holiday on the banks of the Loire, where such *châteaux* abound. On the return many sketches were made, and friends asked to criticise. Soon the final drawings were started. Plans of two floors only were required, two sections and one elevation, all to $\frac{1}{8}$-in. scale. Of course, for such a subject as this, studies would be made of all the fronts; one other, indeed, in addition to that drawn out carefully would be required for the perspective view, which was required to a good large size. And, in addition to the above, a sheet of $\frac{1}{2}$-in. scale details was wanted. These drawings did not win, in spite of all this trouble; but it is only fair to add, in order not to discourage you, that the competitor never finished his drawings, and actually did not send in either detail or perspective, and by this put himself outside the conditions of the competition. He does not, I know, regret the trouble taken; for the information gained has stood him in good stead many a time since.

Many of the drawings have a further history after they have competed for these prizes. Many of them (perspectives at all events) appear at the following year's Royal Academy. The elevation of the house just mentioned is a case in point. For the Soane it was a black and white outline drawing. For two years it hung on a wall unprotected in any way, when it occurred to its author to clean and colour it. It was sent in and hung. Many will be of use as evidences of study in the different stages of the Institute Examinations. This further use made of drawings brings me to another suggestion, viz. that there is nothing to prevent any given student winning several, if not all, of the prizes in succession, provided he takes them in a suitable order, when the information gained one year will serve to assist next year's work. One way might be as follows: By the time a man is two or three and twenty he should have accumulated a good store of sketches and measured drawings of old work. These, or at least the pick of them, may be submitted to the Royal Institute of British Architects in competition for the Pugin Studentship. For this purpose they should be mounted on strainers, not more than six in number, each sketch signed or initialled and delivered about 23rd December. It is possible they will not score. If they do not the student will have learned that *quality* rather than quantity is desired. If he be wise he will try again next year. During the interval he will add some careful, painstaking work, perhaps a screen or some part of a church, fully measured and drawn to a large scale, with mouldings and other similar details full size; and this, together with the best part of his former work, will probably bring him better luck—most likely the Studentship itself, together with £40, on condition that he takes a holiday for eight weeks and studies the mediæval architecture of some dis-

trict of the United Kingdom. It is hardly necessary to point out that the £40—*i.e.* £5 a week—ought to pay all the student's expenses and leave a little sum for photographs and the like. On his return he must deliver to the Council a paper, illustrated by sketches, descriptive of his tour, and his measured drawings and sketches. When the same are approved by them he will receive the £40 and silver medal.

In the particulars issued by the Institute with regard to this competition, the Council state that "they attach "special importance to untouched perspective sketches "done on the spot; and in regard to measured drawings "to those subjects which require some freehand drawing," and that "the attention of candidates should be directed "to mediæval rather than classic subjects."

Our imaginary student in his next year may try his hand in the SOANE MEDALLION COMPETITION, the largest and most useful of all. The subject of the design is announced in a little pamphlet published about the end of February or beginning of March. The work required of the student is very considerable, and he cannot begin the preliminary work too soon, or he may have to give up either his chance of being first, or his berth in his office for some weeks at the end. In March, next Christmas seems a long way off, but with a "big job" like this to occupy one's leisure it comes all too soon.

If the subject should happen to be a church or college, or a building for which the Gothic style is suitable, work done as Pugin Student will be of immense value. If he considers a Renaissance style more suitable, he must work that up if he has not it already at his fingers' ends. Let him study it whenever opportunity arises from books, or, better still, the actual buildings. It would be well to devote the annual summer holiday, or, at least, part of it, to the purpose. Probably during the year he would have done, in any case almost, if not quite, as much sketching and study on various subjects, but by competing for the prizes the study will be more systematic, and more likely to achieve a definite result.

The geometrical drawings have to be in outline, the openings and sectional parts alone tinted in monochrome or hatched. Usually they are drawn in Indian ink, which is undoubtedly best, but occasionally one sees a sensational set in blood-red or the like. One word as to the ink used. Let it be the good old-fashioned stick ink of the best quality; nothing that I know equals it for our work. The prepared liquid ink is useful when in a hurry, but these drawings should not be hurried. Again, strained paper is not a luxury. As the scheme has been well threshed out, and the elevations carefully studied before the final drawings are commenced, it will be found that not many boards are required. The perspective may be finished as the competitor pleases. Bear in mind that it is one of the drawings you intend to send to next year's Royal Academy.

If our student is first he will at once receive the Medallion, and will have to make satisfactory arrangements for going abroad for not less than six months to pursue his architectural studies. £50 will be paid him when he leaves England, and the other £50 after his return, on submitting satisfactory evidence of his studies abroad in the shape of measured drawings and sketches. As to the design, if you really desire to obtain the prize, and not merely exhibit your skill as a designer, be practical. By this I do not mean you are to consider the cost, and details like that, but let the building be such that if anyone chose to erect it in this country he would get something suitable for his purpose. For example, suppose a principal part of the scheme to be picture galleries on the upper floor of a public building. For these galleries, the first essential is their proper lighting; do not, therefore, have a great tower, however beautiful it may be in itself, or other high architectural features, to cast shadows, or throw varied reflected lights all over your picture walls. With regard to the elevations, let the architecture be appropriate to the subject. Take, for instance, the garden pavilion set for the TITE this year. It suggests to me something long and low, a cosy lounging-place rather than anything monumental. In fact, a mere adjunct to the house. One is tempted to ask on what sort of a scale the house could be designed that would not be overpowered by some of the designs sent in. It must have been a royal palace at the least. But perhaps that is what was intended. The student having gained the SOANE is not compelled to start on his tour immediately. Often this would be very inconvenient. He has two years allowed in which to make his arrangements. Let him wait a year, and, if possible, win the TITE as well. If he fail he can start on his SOANE tour after. If he win, he can combine the two tours, and save himself the cost of the journey to and from Italy. This alone would pay for his staying there two or three extra weeks, and make his tour about eight months.

The work for the TITE demands careful study of a special phase of Renaissance work, English or Italian, and full knowledge of the style counts for much more, therefore, than with the SOANE, where the style is at the candidate's option; and in order to go into it thoroughly there can be no better way than to go and sketch and measure up some suitable old example of the work of Wren or Inigo Jones.

For time the summer holiday might serve (take it early on purpose), or if the example selected be near at home many opportunities may be found.

This part of the work may even win its own reward from the Institute if it is very well done. Measure it thoroughly and draw it out very carefully, and send it in for the MEASURED DRAWINGS medal the same year that you go in for the TITE, if you can find time; if not, keep it till the one following, which will give time to properly complete it.

This suggests another light on the work for the SOANE. If in the student's opinion the Gothic work studied as Pugin Student was not suitable as the basis of a Soane design, let him at once, as a matter of policy, study the works of Wren or Jones, and by thus working systematically he stands the very best chance of carrying off the three prizes (SOANE, TITE, and MEASURED DRAWINGS) in two years. With the total proceeds he can extend his grand tour to about nine months; and, moreover, by so working he does not cut up his daily office work, which most could not afford to do. The travelling costs of his tour are minimised, and thus he could remain away longer at the same total expense. On his return he may publish his sketches, as Mr. Prentice (*Soane Medallist*) has recently done, or Mr. Norman Shaw and others in times past. Or it may be that the glowing colour of foreign lands, both in architecture and in nature, may have captivated him, and on his return he may submit specimens of his studies of ornament and colour decoration in competition for the OWEN JONES STUDENTSHIP. But rather let us hope that, having won so much already, he may "leave the others a "chance."

I shall not keep you longer for further details of the Institute prizes, but shall refer you to the little pamphlet beforementioned, in which you will find all the general conditions relating to date of sending in work, limits of age of competitors, mottoes, strainers, and the like, and also full particulars of each of the competitions individually; and under each of these a list of all the successful competitors since they were founded. Many of these are now very well-known men; but this fact should not discourage you, but the contrary. Their first appearance as "well-known men" probably began with many in the places they won in the Students' Competitions conducted by the Royal Institute of British Architects. May similar success await many of you here to-night!